

**THE CITY OF MURFREESBORO
INFORMATION TECHNOLOGY DEPARTMENT**

INVITATION TO BID

The City of Murfreesboro (“City”), acting by and through the Murfreesboro Water & Sewer Department, will receive and publicly open sealed bids in the Murfreesboro Water and Sewer Administrative Office located at 300 NW Broad Street, Murfreesboro, Tennessee 37130, telephone number 615-890-0862. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: May 5, 2014

BID TITLE: Credit/Debit Card and Electronic Check Processing Services

TELEPHONE NUMBER: (615) 890-0862

FAX NUMBER: (615) 896-4259

E-MAIL ADDRESS: dswann@murfreesborotn.gov

All bid responses must be received and acknowledged in the Murfreesboro Water and Sewer Administrative Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro
Murfreesboro Water and Sewer Administrative Office
ATTN: Credit/Debit Card and Electronic Check Processing Services ITB
Bid Opening Date: May 15, 2014
300 NW Broad Street
Murfreesboro, Tennessee 37130

Bid envelope must include the bid title, bid opening date, and the bidder’s name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: May 15, 2014

BID OPENING TIME: 3:00 p.m., Murfreesboro Tennessee local time

**City of Murfreesboro, Tennessee
 Invitation to Bid for
 Credit/Debit Card and Electronic Check Processing Services**

1.	INSTRUCTIONS AND CONDITIONS.....	4
1.1.	SUBMISSION TO MURFREESBORO INFORMATION TECHNOLOGY DEPARTMENT.	4
1.2.	DEADLINE AND LATE RESPONSES.....	4
1.3.	ORGANIZATION OF BID AND COMPLETENESS.	4
1.4.	SIGNATURE.....	4
1.5.	RESPONSE TO TERMS AND CONDITIONS.....	5
1.6.	ADDITIONAL REQUIREMENTS.	5
1.7.	COMPLETENESS OF INVITATION TO BID (“ITB”).....	5
1.8.	BID INTERPRETATION. COMMUNICATION WITH THE INFORMATION TECHNOLOGY DEPARTMENT.	5
1.9.	DISCREPANCIES, ERRORS, AND OMISSIONS.	5
1.10.	ERRORS.	6
1.11.	FURTHER NEGOTIATION.	6
1.12.	ECONOMY OF PREPARATION.....	6
1.13.	SUBCONTRACTING.....	6
1.14.	BID MODIFICATION.	6
1.15.	TAX EXEMPT.	6
1.16.	PRICING EFFECTIVE FOR FOUR (4) YEARS.....	6
1.17.	APPROVAL REQUIRED.....	7
1.18.	CONSIDERATION OF BID.	7
1.19.	TERMS AND CONDITIONS.....	7
1.20.	WITHDRAWAL OF BID.....	8
1.21.	COST OF RESPONSE.....	8
1.22.	CONTRACT.....	8
1.23.	CONTRACT TERMINATION.	8
1.24.	CONTRACT MODIFICATION.....	8
1.25.	REPLACEMENT OR REPAIR.....	9
1.26.	EXPENSE OF LEGAL ACTION.....	9
1.27.	GOVERNING LAWS.....	9
1.28.	SEVERABILITY.	9
1.29.	INDEMNIFICATION AND HOLD HARMLESS.	9
1.30.	LIQUIDATED DAMAGES.	9
1.31.	STATUTORY DISQUALIFICATION.....	9
1.32.	CONTRACTOR’S EMPLOYMENT PRACTICES.	10
1.33.	CITY’S EMPLOYMENT PRACTICES.....	10
1.34.	CONFLICT OF INTEREST.	10
1.35.	ETHICAL STANDARDS.....	10
1.36.	BREACH OF ETHICAL STANDARDS.....	10
1.37.	PAYMENTS.....	10
1.38.	CONTRACT TERM.....	10
1.39.	CODES & REGULATION.....	11
2.	SPECIFICATIONS	11
2.1.	BACKGROUND	11
2.2.	SERVICE LEVEL AND PERFORMANCE REQUIREMENTS	12
2.3.	TECHNICAL REQUIREMENTS	14
2.4.	SECURITY REQUIREMENTS	14
2.5.	REPORTING AND RECORDKEEPING REQUIREMENTS.....	15
2.6.	TECHNICAL SUPPORT REQUIREMENTS.....	15
2.7.	VENDOR REQUIREMENTS.....	16

3.	BID AND SUBMISSION REQUIREMENTS.....	16
3.1.	TITLE PAGE.....	16
3.2.	TABLE OF CONTENTS.....	17
3.3.	LETTER OF TRANSMITTAL.....	17
3.4.	BID FORM.....	17
3.5.	EXCEPTIONS.....	17
3.6.	EXPERIENCE.....	17
3.7.	REFERENCES.....	17
3.8.	FINANCIAL INFORMATION.....	17
3.9.	PROJECT PLAN AND SCHEDULE.....	17
3.10.	ADDITIONAL MATERIALS.....	17
4.	BID EVALUATION AND AWARD.....	18
5.	BID FORM.....	20
	ATTACHMENT A – SAMPLE CONTRACT.....	22

1. INSTRUCTIONS AND CONDITIONS

1.1. Submission to Murfreesboro Information Technology Department.

The City is seeking bids for the provision of services set forth in the specifications. Sealed bids must be received by the City at the Murfreesboro Water and Sewer Administrative Office located at 300 NW Broad Street, Murfreesboro, Tennessee 37130, until 3:00 p.m. local time on May 15, 2014. Late bids will not be considered and will be returned unopened.

1.2. Deadline and Late Responses.

No bids received after bid opening date and time will be accepted. Bids postmarked on the bid opening date but received in the Murfreesboro Water and Sewer Administrative Office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bids that are mailed or sent via private delivery services. The City will not accept bids submitted by fax or electronic mail.

1.3. Organization of Bid and Completeness.

All bids shall be submitted on the attached bid form (Section 5), along with any other required materials, in sealed envelopes, clearly marked with the bidder's name and the words, "**Credit/Debit Card and Electronic Check Processing Services ITB, Bid Opening Date May 15, 2014**" to the Murfreesboro Water and Sewer Administrative Office at the address set forth in Section 1.1 above. Failure to provide this information on the envelope may result in the bid not being considered. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid delivered to the City before the bid deadline.

The bid response shall include a detailed work plan and schedule for the installation of all equipment necessary for provision of the services. The scheduled milestones should be expressed in terms of days or weeks from the time the contract is signed rather than actual dates in the event an unanticipated delay occurs.

In addition to the required bid form and schedule, bidders shall attach a separate sheet listing any exceptions, if any, to the specifications, with an explanation as to why the exception is equal to or better than the specification. Bidders may also submit with the bid form a detailed description and the specifications of the service(s) and any related product(s) offered.

Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. Erasures, white-outs, type-overs, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission.

1.4. Signature.

All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person's

written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of ninety (90) calendar days from the bid submission deadline.

1.5. Response to Terms and Conditions.

Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the City reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.

1.6. Additional Requirements.

The City may request one or more bidders to make an oral presentation to the City.

1.7. Completeness of Invitation to Bid (“ITB”).

These documents constitute the complete set of specification requirements and ITB. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City’s Contact Person.

1.8. Bid Interpretation. Communication with the Information Technology Department.

The Murfreesboro Information Technology Department has designated Chris Lilly to be responsible for coordinating communications between the department and firms submitting bids. If additional information is required in order to make an interpretation of items in this ITB, written questions (including faxes or e-mails) will be accepted until seven (7) days prior to the bid opening date. All questions regarding the ITB should be submitted in writing (via mail, fax or email) to:

Name:	Doug Swann
Address:	City of Murfreesboro Water & Sewer Department 300 NW Broad Street Murfreesboro, TN 37130
Telephone:	(615) 890-0862
Facsimile:	(615) 896-4259
Email:	dswann@.murfreesborotn.gov

The City specifically requests that no contact concerning this ITB be made with any other City personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.

1.9. Discrepancies, Errors, and Omissions.

Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person for the Information Technology Department. If necessary, a written addendum will be issued to firms on record and the addendum will be incorporated in the ITB and will become part of the contract. The City

will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.10. Errors.

Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.11. Further Negotiation.

The City reserves the right to further negotiate, after the ITBs are opened, with any potential vendor if such is deemed necessary at the discretion of the City.

1.12. Economy of Preparation.

ITB should be prepared simply and economically, providing a straightforward, concise description of bidder's capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.

1.13. Subcontracting.

If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the City. The successful bidder will also furnish the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.

1.14. Bid Modification.

Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason.

1.15. Tax Exempt.

The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

1.16. Pricing Effective for Four (4) years.

The successful bidder shall provide in the bid price the cost for services rendered and the various components of equipment, including all parts, labor, accessories and any other standard equipment, necessary to make these items function as intended. All prices quoted shall remain in effect for the contract's initial one-year term and up to three (3) additional one-year terms for maximum contract length of four (4) years. If, in the bidder's opinion, additional equipment or services are necessary to make the system fully operational, this shall be included with explanation in the bid. It is requested that bidders raise any such

questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB.

1.17. Approval Required.

No award or acquisition can be made until approved by the City Council. The City will not be obligated to bidders for equipment and/or services until the completion of a signed contract approved by authorized officials of the City. This solicitation in no manner obligates the City to the eventual rental, lease, or purchase of any equipment or services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

1.18. Consideration of Bid.

Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. In addition to the price, the following aspects will be considered in the award of a contract:

- a. The ability of the bidder to perform the contract or to provide the material for service required;
- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications or the ITB;
- h. Utilization of the format set forth in Section 3 for submittal of a bid; and,
- i. Bidder's past performance with the City.

1.19. Terms and Conditions.

The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of the City. The City also reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.

1.20. Withdrawal of Bid.

No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

1.21. Cost of Response.

The City will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The City makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of the City.

1.22. Contract.

The successful bidder's response to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). **If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.**

1.23. Contract Termination.

The City reserves the right to cancel the contract for the work without cost or penalty to the City if, in the City's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the City a material or product or workmanship which is, in the opinion of the City, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor.

The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the ITB specifications or contract.

1.24. Contract Modification.

The contract may be modified only by written amendment executed by all parties and their signatories hereto.

1.25. Replacement or Repair.

No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

The City, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve the contractor of any liability to the City for damages for the breach of any covenants of the contract by the contractor.

1.26. Expense of Legal Action.

Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.

1.27. Governing Laws.

The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

1.28. Severability.

Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

1.29. Indemnification and Hold Harmless.

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.30. Liquidated Damages.

Liquidated damages for failure to meet installation and/or supply schedules shall be in the amount of fifty dollars (\$50.00) per calendar day.

1.31. Statutory Disqualification.

By submitting a response, it is represented that neither it nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal

violation in connection with a contract let by the City of Murfreesboro or any political subdivision of the State of Tennessee.

1.32. Contractor's Employment Practices.

Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

1.33. City's Employment Practices.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

1.34. Conflict of Interest.

By submitting a response, it is represented that no officer, committee member, or director of the City or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the City has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

1.35. Ethical Standards.

Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore.

1.36. Breach of Ethical Standards.

A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.37. Payments.

Payments under the contract shall be made upon submittal of an invoice after performance of the portion of the services that each payment represents. The final payment shall not be made until after the performance is complete.

1.38. Contract Term.

The initial term of this contract shall be one (1) year from the date the contract is executed by both parties. The contract shall be subject to automatic renewal at the price(s) bid for up to an additional three (3) one-year periods, for a total contract term up to four (4) years, unless the City exercises its right to terminate the contract.

1.39. Codes & Regulation.

All services and/or equipment must comply with city, county, state, and federal laws, rules, codes and regulations. The contractor will obtain and pay for all permits, if any, necessary to complete the work.

2. SPECIFICATIONS

2.1. Background

The City of Murfreesboro, Tennessee (hereinafter referred to as “the City”) is soliciting bids from qualified vendors to provide credit card, debit card, and electronic check processing services (“Payment Processing Services”) for the City. Several City departments currently accept credit and debit cards for in person or point of sale payments; however, only the Water and Sewer Department and City Court accept online credit card payments via the City’s website. All debit card payments are processed as credit card payments. The City does not currently accept payments made via electronic check.

The Payment Processing Services will initially be used only by the Water & Sewer Department and City Court but will ultimately be used by various other City departments including, but not necessarily limited to, the Tax & Finance Department, Parks and Recreation Department, Golf Department, and Building and Codes Department. Table 2.1 presents the number and total value of payments processed by each of these departments in 2013, along with the average monthly number online credit card payments and the average value of these payments received by the Water and Sewer Department, City Court, and Golf Department between July 1, 2013 and March 31, 2014.

TABLE 2.1

Department	Total Dollar Value of Payments Received (01/01/2013-12/31/2013)	Average Monthly Credit Card Payments (7/1/2013 through 3/31/2014)	
		Number	Average Value
Water & Sewer	\$29,496,899,	1,878	\$76.34
City Court	\$2,044,626	288	\$92.95
Tax & Finance			
Taxes	\$37,622,091		
Licenses/ Permits	\$230,750		
Other	\$212,101		
Airport	\$1,492,528		
Parks & Rec	\$1,645,856		
Golf	\$939,888	1,597	\$32.18
Building& Codes	\$3,200,920		
TOTAL	\$76,885,659		

The Payment Processing Services will be “back end” services. Vendor’s Payment Processing Services must have real-time SSL connectivity via the Internet and be compatible with : (1) Tyler Technologies, Inc.’s MUNIS and Incode systems; and (2) Advanced Utility Systems’ CIS Infinity® via Harris Payment Gateway (HPG). Vendor will be required to provide documentation of at least three (3) instances of its Payment Processing Services interfacing successfully with Tyler Technologies, Inc.’s MUNIS and/or Incode systems as well as at least three (3) instances of its Payment Processing Services interfacing successfully with Advanced Utility System’s CIS Infinity® via Harris Payment Gateway (HPG). In addition, real-time SSL connectivity via the Internet and compatibility with Club Prophet Systems is preferred.

The City shall incur no costs in exchange for Vendor’s Payment Processing Services, including the implementation, delivery, and maintenance thereof. All costs associated with the provision of the Payment Processing Services are to be paid by the individuals and entities making payments by credit card, debit card, and electronic check by means of a processing fee paid. All convenience fees, if any, must be passed through to customers for credit card or debit card usage according to the most current card association rules. The City will not absorb any credit card convenience or processing fees or pay any other out-of-pocket costs for the Payment Processing Services. **Likewise, Vendor shall provide to the City free of charge all software and hardware (including card swipes) necessary to provide the Payment Processing Services free of charge to the City, as well as all software and hardware maintenance and support required to maintain the services.**

The following specifications describe the minimum technical specifications of the Payment Processing Services desired by the City and are not meant to preclude goods or services of equal or better quality than those specified herein.

2.2. Service Level and Performance Requirements

- 2.2.1. Vendor’s payment solution must include payment, settlement, and refunding services.
- 2.2.2. Vendor shall provide credit card processing through the following methods: (a) Internet; (b) phone, mail, and facsimile payments entered by City staff; (c) interactive voice response (IVR); and (d) point-of-sale terminals for in-person transactions.
- 2.2.3. Vendor must process payments by MasterCard (credit and debit), Visa (credit and debit), Discover, and American Express and by electronic check. The ability to accept payment via PayPal is preferred but not required. **All payments by debit card shall be processed as credit card payments without the use of a PIN.**
- 2.2.4. Vendor’s payment solution must allow customers to make payments via the Internet or IVR 24 hours a day, 365 days a year.
- 2.2.5. Settlement of all transactions will occur daily by ACH credit directly into bank accounts specified by the City Treasurer. A separate bank account may exist for each department. Vendor must be able to settle to the proper bank account accordingly.

Settlement must occur within two (2) business days of the transaction. In no event shall any of the settlement proceeds be made into the Vendor's bank accounts. Vendor accumulates charges from all credit card companies and e-checks into one daily settlement. The amount of the ACH credit will equal all payments made after the previous day's settlement and only include funds due to the City. No transaction fees will be paid to the City.

2.2.6. Vendor's Internet payment option must facilitate transactions a secure link. In addition, Vendor's Internet payment option must:

- a. Offer customizable portal pages that can be readily framed into the City website design so that the overall appearance of the City's website is not compromised;
- b. Inform customers if payment authorization is denied, if payment is a duplicate, or if other issues exists with respect to the billing or payment information entered by customer; and
- c. Display receipt and email receipt to customer when payment is authorized; receipts shall list only the last four (4) digits of the credit card number and not show the card's expiration date.

2.2.7. Vendor's IVR payment option must:

- a. Provide the City with a unique toll-free telephone number;
- b. Allow for customizable scripts tailored to individual City departments;
- c. Offer multi-lingual options (English and Spanish, at a minimum); and
- d. Utilize both voice recognition and keypad input.

2.2.8. Vendor shall handle all disputed payments and shall assume responsibility for and handle all credit card inquiries, chargebacks, retrieval requests, and refunds.

2.2.9. Vendor must make operational helpdesk support available to City Staff via a dedicated toll-free or local number and email between the hours of 8:00 a.m. and 6:00 p.m. (Central Time) to assist with the management of chargebacks, retrieval requests, credits, refunds, and adjustments on incorrectly charged amounts. Vendor shall assign a single point of contact for the City to assist in resolving operational issues when Vendor's helpdesk support has been unable to resolve the issue.

2.2.10. Vendor shall offer guaranteed and non-guaranteed processing of electronic checks for purposes of allocating responsibility for non-sufficient funds (NSF) fees.

2.3. Technical Requirements

- 2.3.1. Vendor's Payment Processing Services must currently be able to interface with Tyler Technologies, Inc.'s MUNIS systems and Advanced Utility System's CIS Infinity® via Harris Payment Gateway (HPG). **The City will make no exceptions to this requirement. The inability of a bidder's payment processing service to interface with both systems will result in the automatic rejection of a bid.**
- 2.3.2. City staff must be able to access Vendor's Payment Processing Services via personal computers running Microsoft Windows 7 or later.

2.4. Security Requirements

- 2.4.1. Vendor's Payment Processing Services shall meet Level 1 Payment Card Industry (PCI) Data Security Standard. Vendor must provide validation of PCI compliance. **Each bidder must provide a hard copy of its compliance certification as part of its bid response.**
- 2.4.2. Vendor shall abide by the rules for the collection and processing of credit card information established by each credit card company, *i.e.*, Visa, MasterCard, American Express, and Discover.
- 2.4.3. Vendor shall comply with the Statement on Auditing Standards No. 70 ("SAS 70"). Each bidder must provide proof of its compliance with SAS 70 in the form of its most recent SAS 70 audit report.
- 2.4.4. Vendor's Payment Processing Services shall not require the storage of credit card information on any City equipment, and must instead reside with Vendor. Vendor must accept responsibility for the security of all cardholder data.
- 2.4.5. Vendor's Payment Processing Services must incorporate fraud prevention and protection features, including: address verification; real-time processing; secure socket layer (SSL); and card verification value (CVV2).
- 2.4.6. Vendor must maintain an Identity Theft Prevention Program to include reasonable policies and procedures for detecting, preventing, and mitigating identity theft.
- 2.4.7. All payment detail must be encrypted at at least 128-bit Advanced Encryption Standard (AES) for data transmission. Vendor's database storage of all payment details must be encrypted at at least 512 bit.
- 2.4.8. Vendor's Payment Processing Services must be hosted at a Class III or higher data center.
- 2.4.9. Each bidder must provide as part of its bid response a description of its security and data recovery systems and practices.

2.5. Reporting and Recordkeeping Requirements

- 2.5.1. As part of the automated settlement process, Vendor must provide the City with daily electronic reports of all of that day's credit/debit card and electronic check transactions. Such reports should be sent via email before the start of the next business day. The reports shall include both a transaction detail and transaction summary reports. The transaction detail report provide the following information for each transaction: payee, City department, method of payment (Internet, IVR, or POS/mail/phone/facsimile), credit card number, transaction date, approval number, transaction type, authorization code, and amount of transaction.
- 2.5.2. Vendor must also provide a monthly report of all transactions for the month. This report will provide daily totals by card type for each City department and also include the detail of fees charged to customers using Vendor's service.
- 2.5.3. Vendor must provide the City with a secure, online administrative portal that allows City staff to review, manage, print, and download transaction activity. The administrative portal must also allow City staff to conduct search transactions through multiple field combinations and to create customized reports. Vendor must allow multiple City staff to access online administrative portal simultaneously. City Treasurer must have ability to determine and set staff access privileges.
- 2.5.4. Vendor must provide the City with copies of all correspondence relating to charge backs and contested charges.
- 2.5.5. Vendor must maintain authorization logs and transaction records in compliance with all applicable laws, regulations, and industry standards.

2.6. Technical Support Requirements

- 2.6.1. Vendor must provide live customer support to the City's customers via Vendor's Payment Processing Services 24 hours a day, 365 days per year via a toll free customer service number. Customer support must be available in multiple languages (English and Spanish, at a minimum).
- 2.6.2. Vendor must provide technical helpdesk support to City staff via a dedicated toll-free number and email between the hours of 8:00 a.m. and 6:00 p.m. (Central Time). Vendor shall assign a single point of contact for the City to assist in resolving technical issues.
- 2.6.3. Vendor must offer on-line submittal of technical support issues.
- 2.6.4. Vendor must install and train City staff in the use and operation of the hardware and software associated with Vendor's Payment Processing Services at no cost.
- 2.6.5. Vendor must provide, at no cost to the City, on-site technical service as may be required in the event of difficulties related to transmission of daily transaction or any equipment or software failure or malfunction.

2.7. Vendor Requirements

The City will evaluate the following information to be provided by each bidder for purposes of determining whether the bidder is a responsible and responsive bidder.

- 2.7.1. Vendor must provide references from at least five (5) current public sector customers.
- 2.7.2. Vendor must document at least three (3) examples where its Payment Processing Services is currently and successfully interfacing with Tyler Technologies, Inc.'s MUNIS and/or Incode systems.
- 2.7.3. Vendor must document at least three (3) examples where its Payment Processing Services is currently and successfully interfacing with Advanced Utility System's CIS Infinity® via Harris Payment Gateway (HPG).
- 2.7.4. Each bidder shall include along with its bid response audited financial statements for its two (2) most recent fiscal years.
- 2.7.5. Each bidder shall provide the following information along with its bid response:
 - a. Whether, in the last ten (10) years, Bidder (or any predecessor in interest) has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors;
 - b. Whether there is any material, pending litigations against Bidder that Bidder should reasonably believe could adversely affect its ability to meet the requirements specified in this ITB or is likely to have a material impact on Bidder's financial condition; and
 - c. Whether there is any pending or in progress investigation into Bidder and its services by any regulatory body, including, but not limited to, the Federal Reserve, the Securities Exchange Commission, Federal Trade Commission, or Consumer Financial Protection Bureau.

If bidder answers any of the preceding three inquiries in the affirmative, Bidder shall provide an explanation of the relevant details.

3. BID AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the bid be organized in the manner specified below and contain all specified information.

3.1. Title Page.

Show the name of your firm, address, telephone number(s), name of contact person and title, and date.

3.2. Table of Contents.

Clearly identify material by section and page number.

3.3. Letter of Transmittal.

Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified. Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers. The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

3.4. Bid Form.

All bids shall be submitted on the attached bid form (Section 5).

3.5. Exceptions

Bidders shall attach a separate sheet listing any exceptions, if any, to the specifications, with an explanation as to why the exception is equal to or better than the specification.

3.6. Experience.

3.6.1. Vendor must document at least three (3) examples where its Payment Processing Services is currently and successfully interfacing with Tyler Technologies, Inc.'s MUNIS and/or Incode systems.

3.6.2. Vendor must document at least three (3) examples where its Payment Processing Services is currently and successfully interfacing with Advanced Utility System's CIS Infinity® via Harris Payment Gateway (HPG).

3.7. References.

Vendor must provide references from at least five (5) current public sector customers.

3.8. Financial Information

Vendor must provide the audited financial statements and other information specified in paragraphs 2.7.4 and 2.7.5.

3.9. Project Plan and Schedule.

The bid shall include a detailed work plan and schedule for the implanting bidder's Payment Processing Services. The scheduled milestones should be expressed in terms of days or weeks from the time the contract is signed rather than actual dates in the event an unanticipated delay occurs.

3.10. Additional Materials.

Bidders may also submit with the bid a detailed description and specifications of the service(s) and any related product(s) that may assist the City in better evaluating the bidder's service and experience.

4. BID EVALUATION AND AWARD

- 4.1.** Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder, *i.e.*, the bidder who offers the lowest Average Credit/Debit Card Processing fee and whose bid response meets the requirements and criteria set forth in this ITB. A “responsive bidder” means a person who has submitted a bid response, which conforms in all material respects to the ITB. A “responsible bidder” means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.
- 4.2.** The awarded bidder will honor prices for other local governments.
- 4.3.** Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. In addition to the price, the following aspects will be considered in the award of a contract:

 - 4.3.1. The ability of the bidder to perform the contract or to provide the material for service required;
 - 4.3.2. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
 - 4.3.3. The character, integrity, reputation, experience and efficiency of the bidder;
 - 4.3.4. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - 4.3.5. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
 - 4.3.6. Terms and conditions stated in bid;
 - 4.3.7. Compliance with specifications or the ITB;
 - 4.3.8. Utilization of the format set forth in Section 3 for submittal of a bid; and,
 - 4.3.9. Bidder’s past performance with the City.

- 4.4.** The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the services and related products required by the bid package.
- 4.5.** The City reserves the right to reject any bid if, in the sole direction of the City, the investigation or information requested fails to satisfy the City that such bidder is properly qualified and capable of carrying out the obligation of the contract and bid documents and provide the product and service contemplated therein.
- 4.6.** The City also reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City.
- 4.7.** This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract. Notwithstanding the foregoing, the City estimates that evaluation of the bids will result in a recommendation of an award of contract to the City Council within thirty (30) calendar days.
- 4.8.** Any contract awarded pursuant to this ITB shall be for an initial term of one (1) year at the price(s) bid, subject to automatic renewal for up to an additional three (3) one-year periods, for a total contract term up to four (4) years, unless the City exercises its right to terminate the contract.

5. BID FORM

Bid Name: Credit/Debit Card and Electronic Check Processing Services

Prices must include all costs, including costs for services rendered and all products, equipment, parts, labor, accessories, and any other item necessary to provide this service, including all freight, delivery, installation, and training. The resulting contract shall be subject to automatic renewal at the price(s) bid for up to an additional three (3) one-year periods, for a total contract term up to four (4) years, unless the City exercises its right to terminate the contract. The City is not subject to sales tax. **Awarded bidder will honor price(s) for other local governments.**

Bidders shall attach a separate sheet listing any exceptions, if any, to the specifications, with an explanation as to why the exception is equal to or better than the specification. Bidders may also submit with the bid a detailed description and specifications of the service(s) and any related product(s).

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) calendar days from the date of award, to furnish any or all of the items and/or services upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

A Bid Items	B Flat Fee or Percentage of Amount Due	C Historical Information	D Percentage of Amount Due	E Bid (Per Transaction Price)
REQUIRED SERVICES				
Credit/Debit Card Processing Fee for Payments via Visa, MasterCard, American Express and Discover	Flat Fee	# of Monthly Transactions: 3,763		\$ _____
	Percentage Fee	Average Transaction Amount: \$58.87	_____ %	\$ _____ (C * B)
TOTAL BID: Average Credit/Debit Card Processing Fee (50% of Flat Fee/50% of Percentage Fee).				\$ _____
E-Check Processing Fee (Guaranteed)	(Vendor will be bound contractually by the quoted e-check processing fees, but City will not consider fees for purposes of awarding contract.)			\$ _____
E-Check Processing Fee (Non-Guaranteed)				\$ _____
OPTIONAL SERVICES (continued)				
PayPal Processing Fee	(Vendor will be bound contractually to the quoted PayPal processing fee, but City will not consider			\$ _____

	fee for purposes of awarding contract.)	
--	---	--

The City intends to award a contract to the responsive and responsible bidder who offers the lowest Average Credit/Debit Card Processing Fee.

THIS RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Firm: _____

Form of Business: _____

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail: _____

COMPLETED BID FORM SHOULD BE TYPEWRITTEN.

ATTACHMENT A – SAMPLE CONTRACT

CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
CONTRACTOR NAME
FOR

[_____]

This contract is entered into on this _____, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **CONTRACTOR**, an _____ of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- *Invitation to Bid issued* _____
- *Bid specifications issued* _____
- *Contractor's Bid Response dated* _____
- *This Contract*

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- *Any properly executed amendment or change order to this contract (most recent with first priority)*
- *This Contract*
- *Invitation to Bid & Bid Specifications*
- *Contractor's Bid Response*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide [_____] services as set forth in the Invitation to Bid, Bid Specification, and Contractor's Bid Response. In addition to the duties and responsibilities set forth in the above referenced documents, the Contractor:

[Insert Duties of Contractor]

4. **Duties and Responsibilities of the City.**

[Insert Duties of City]

5. **Term.** The initial term of this contract shall be one (1) year from the date the contract is executed by both parties. The contract shall be subject to automatic renewal at the price(s) bid for up to an additional three (3) one-year periods, for a total contract term up to four (4) years, unless the City exercises its right to terminate the contract.

6. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a total price of _____.

7. **Payment.** The City shall pay Contractor _____ pursuant to this Contract. Such payment shall be made within thirty (30) calendar days of _____.
8. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
9. **Termination—Funding.** Should funding for the _____ be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
10. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
11. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
12. **Maintenance of Records.** Contractor shall maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
13. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be executed by signature of the City Manager in lieu of the City's signatory hereto.
14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
15. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.
18. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents, and employees from:
 - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the Contract, and,
 - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - c. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
19. **Insurance.** The Contractor must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance with statutory requirements. In addition, Contractor must maintain technology errors and omissions insurance, including coverage for data breach and loss of personally identifiable information of at least \$1,000,000 per claim and \$2,000,000 aggregate, and third-party fidelity insurance of at least \$1,000,000 per claim and \$2,000,000 aggregate. Before commencement of services, and from time to time thereafter upon renewal of any such policy of insurance, Contractor will provide the City with certificates of insurance evidencing the above coverages and naming the City as certificate holder entitled to thirty (30) day's written notice following any cancellation, reduction, or change in coverage.
20. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
21. **Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO

MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.

22. **Entire Contract.** This Contract, Invitation to Bid, Bid Specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
23. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
24. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
25. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
26. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
27. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

- a. Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

- b. Notices to Contractor shall be sent to:

Contractor:
Attention:
Address:

29. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this Contract shall be effective as of the date first written above.

CITY OF MURFREESBORO

**CONTRACTOR NAME
[TYPE IN THE NAME OF THE
COMPANY]**

By: _____
Shane McFarland, Mayor

SAMPLE CONTRACT DO NOT SIGN
By: _____
Owner [TYPE IN THE NAME OF THE
PERSON SIGNING THE DOCUMENT

THEIR TITLE]

APPROVED AS TO FORM:

STATE OF TENNESSEE)
: ss
COUNTY OF _____)

Susan Emery McGannon, City Attorney

Before me, the undersigned notary public, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, or other officer authorized to execute the foregoing instrument for the purposes therein contained.

Adam F. Tucker, Staff Attorney

WITNESS MY HAND and seal this
____ day of _____, 20____.

Notary Public

My Commission Expires: _____