

CITY OF CLIFTON
REQUEST FOR PROPOSAL
CREDIT CARD PAYMENT PROCESSING

May 18, 2009

The City of Clifton is requesting proposals from qualified institutions for Credit Card Payment Processing services.

SCOPE OF PROPOSAL

All equipment, procedures and transactions necessary to process swiped credit card payments to the City of Clifton Municipal Court. The Municipal Court collected a total of approximately \$1,900,000 during 2008. Approximately \$547,000 was processed in approximately 3,100 on-site, swipe credit card transactions. The City currently owns two (2) Nuri 2085 Card payment terminals utilized in (2) separate locations in the municipal complex.

At a minimum, the Contractor must have experience providing Credit Card Payment Processing services in the State of New Jersey, and knowledge of New Jersey regulations in this area. It is expected that the Contractor performs all necessary set-up, training and transition services to ensure a seamless installation and minimize disruption of current operations.

Two (2) copies of each proposal must be signed by an official authorized to bind the Contractor and submitted by 4:00 p.m., Friday, May 29, 2009 to:

Macil Homza
Purchasing Agent
Department of Finance
900 Clifton Avenue
Clifton, New Jersey 07013
mhomza@cliftonnj.org

Proposals will be accepted via email. Proposals submitted after the deadline will not be considered. Proposals must be valid for at least sixty (60) days.

Proposals should include the following information:

1. A statement of qualifications and a reference list of governmental entities in New Jersey, if any, for which your organization provides this service.
2. Description of any ancillary services offered such as on-line access to processing activity and billing statements.
3. Completed worksheet attachments A and B which represent two (2) actual monthly activity scenarios. All fees must be identified and calculated. If any annual fees apply, these should be expressed on a monthly basis.
4. State of New Jersey Business Registration Form

Selection will be based on the quality of the services offered, experience, qualifications, accessibility and cost. Cost will not be the sole determining factor in the selection of a Contractor.

The submission and signing of a proposal shall indicate the intention of the Contractor to adhere to the provisions in this Request for Proposals.

In addition to the terms and conditions specified in this Request for Proposal, and such terms and conditions as may be specified in any contractual agreement, the Contractor also agrees to the following additional terms and conditions:

- A. **Waiver of Provisions.** Contractor agrees that the waiver, acceptance or failure by the City to enforce any provisions, terms or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the City to thereafter enforce such provisions.
- B. **Contract Breach.** In the event of a breach by the Contractor of any of the provisions of this contract, the City reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Contractor.
- C. **Damages.** Contractor shall be liable for any damage to the City resulting from the refusal or failure to complete the work under this contract. Damages shall be those actually incurred and include the cost to obtain the contracted work elsewhere.

- D. **Hold-harmless and Indemnification.** The Contractor shall indemnify, defend, and hold the City, its officers, agents and employees, harmless from and against any and all claims, actions, liability or costs, including attorney fees and other costs of defense, arising out of or in any way related to the work performed under this agreement and resulting from the Contractor's sole and/or joint negligence. This right of indemnification and to be held harmless shall be in addition to, and not in replacement of any other right that the City may have under any statute, under the common law, or under any proposed contractual agreement.
- E. **Insurance.** The Contractor shall be required to maintain in force, for the duration of the contract, insurance policies for workers compensation coverage for its employees, officers, agents, and/or partners, as required by applicable workers compensation laws, and shall provide a Certificate of Insurance to the City to evidence such coverage. The Contractor shall provide and maintain professional liability insurance for its employees in an amount not less than \$500,000, and provide a Certificate of Insurance to evidence such coverage. Contractor shall provide 30 days notice of cancellations, non-renewal, or material change in coverages required by this agreement. The Contractor shall be responsible for any and all loss, damage or destruction of City property, equipment, and materials used in conjunction with the work.

The City reserves the right to obtain clarification of any point in any Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Contractor to respond to such a request for additional information or clarification shall result in rejection of the Contractor's quotation.

All costs associated with the preparation and submission of a proposal in response to this solicitation shall be borne exclusively by the Proposer.

Any agreement initiated as a result of this Request for Proposal will be effective upon selection of the Contractor.

Card Type	Trans Type	Sales	Transactions	Tier	Fee (% of sales)	Fee (\$ per trans)	TOTAL
RECURRING FEES							
<u>Processing Fees</u>							
VISA	1561	263.25	8	A			
VISA	1231	11,710.00	55	C			
VISA	1531	16,048.00	115	C			
VISA	1V51	1,222.00	6	D			
VISA	1W51	330.00	2	D			
VISA	0	0.00	0				
VISA	1Y51	0.00	0	D			
MC	1531	72.00	3	A			
MC	1L71	418.00	1	B			
MC	1261	3,088.00	15	C			
MC	1371	2,785.00	8	C			
MC	1631	0.00	0	C			
MC	1P61	2,501.00	13	C			
MC	1561	3,635.00	25	C			
MC	1232	250.00	1	D			
MC	1611	801.00	3	D			
MC	1711	110.00	1	D			
		43,233.25	256				
<u>Authorization Fees</u>							
Other:							
Other:							
Other:							
<u>Other Recurring Fees</u>							
Monthly/Annual Fee							
Batch Fee							
Other:							
Other:							
Other:							
TOTAL RECURRING FEES							
NON-RECURRING FEES							
Application/Setup Fees							
Equipment Fees							
On-site Training Costs							
Other:							
Other:							
Other:							
TOTAL NON-RECURRING FEES							
MINIMUMS OR OTHER CONDITIONS (please specify)							

	KEY						
	A	Check / Debit Card Swipe					
	B	Qualified Swipe (Visa/MC)					
	C	Mid-Qualified Swipe (Reward Type Cards)					
	D	Non-Qualified Swipe (Corporate Cards)					

Card Type	Trans Type	Sales	Transactions	Tier	Fee (% of sales)	Fee (\$ per trans)	TOTAL
RECURRING FEES							
<u>Processing Fees</u>							
VISA	1561	1,070.00	29	A			
VISA	1231	11,421.00	51	C			
VISA	1531	26,137.00	156	C			
VISA	1V51	912.00	6	D			
VISA	1W51	0.00	0	D			
VISA	0	0.00	0				
VISA	1Y51	418.00	1	D			
MC	1531	53.00	3	A			
MC	1L71	484.00	2	B			
MC	1261	4,774.00	19	C			
MC	1371	2,466.00	10	C			
MC	1631	493.00	2	C			
MC	1P61	4,503.00	19	C			
MC	1561	6,905.00	44	C			
MC	1232	0.00	0	D			
MC	1611	617.00	4	D			
MC	1711	110.00	1	D			
		60,363.00	347				
<u>Authorization Fees</u>							
Other:							
Other:							
Other:							
<u>Other Recurring Fees</u>							
Monthly/Annual Fee							
Batch Fee							
Other:							
Other:							
Other:							
TOTAL RECURRING FEES							
NON-RECURRING FEES							
Application/Setup Fees							
Equipment Fees							
On-site Training Costs							
Other:							
Other:							
Other:							
TOTAL NON-RECURRING FEES							
MINIMUMS OR OTHER CONDITIONS (please specify)							

	KEY						
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	C	Mid-Qualified Swipe (Reward Type Cards)					
	D	Non-Qualified Swipe (Corporate Cards)					

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity C=corporation P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number street, and apt. or suite no.)

Requester's name and address (optional)

City state and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,