



**REQUEST FOR PROPOSAL**  
**FOR**  
**Third Party Payment Processing**  
**RFP #20-15**

**Issue Date:** October 9, 2020

**Pre-Proposal Question Deadline:** October 23, 2020 by 4:00 PM

**Proposal Deadline:** October 30, 2020 at 4:00 PM

**Proposal Delivery Location:** City Clerk's Office\*  
800 Cushman Street  
Fairbanks, Alaska 99701

**Proposal Review:** November 6, 2020

**Purchasing Contact:** Christina Rowlett, Purchasing Agent  
Phone: 907.459.6779  
Email: crowlett@fairbanks.us

*This is not an order. The attached terms and conditions shall become part of the contract resulting from this Request for Proposal. Proposals shall be submitted in the indicated format. Original signatures may be submitted on the form provided herein.*

**\*In-person drop off is by appointment only, to schedule call 907-459-6702**

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## **Announcement Request for Proposal**

The City of Fairbanks is requesting proposals from firms qualified and interested in providing:

### **Third Party Payment Processing**

#### **RFP #20-15**

**DESCRIPTION:** The City of Fairbanks is requesting proposals from a Service Provider to provide Merchant Services. The Service Provider will integrate a customer payment option for The City of Fairbanks' garbage and business license billing customers to make payments by credit/debit cards, electronic checks, etc. via Web through linkage between the City of Fairbanks website and Service Provider's website; IVR (Interactive Voice Response), Service Provider's own call center and in person at The City of Fairbanks payment center. The initial contract shall be for one year commencing on December 1, 2020, with an option to extend the term of the contract for four additional years.

**PROPOSAL DOCUMENTS:** A copy of this RFP can be obtained on the City of Fairbanks website, [www.fairbanksalaska.us](http://www.fairbanksalaska.us). It is the Offeror's sole responsibility to check this website for additional information and / or addendums. Any RFP may also be requested by contacting the Purchasing Agent listed in this document. If you have any questions call the Purchasing Agent listed in this document.

PROPOSAL DUE on October 30, 2020 at 4:00 PM

Sealed proposals are due PRIOR to the deadline noted above. Sealed proposals must be delivered to the City of Fairbanks, City Clerk's Office, located at 800 Cushman Street, Fairbanks, Alaska 99701. Late proposals will not be accepted – NO EXCEPTIONS. It is the Offeror's responsibility to confirm the proposal documents are received.

**PUBLISHED:** Fairbanks Daily News Miner on October 11, 2020

## Section 1 – Instructions

1. **Communications:** The only communication concerning modifications, clarifications, questions, amendments, and addendums will be processed through the Purchasing Agent listed on the cover page. No contact with any other agents of the City is permitted and will be grounds for disqualification. Any exceptions to this will be clarified in this document.
2. **Pre-Proposal Questions and Information:** If an Offeror finds a discrepancy, error, or omission in this document they are instructed to contact the Purchasing Agent, listed on the cover page, who will issue written clarification that can be sent to all prospective Offerors. The City is not responsible for any oral instructions or communications with any other agents of the City except for the Purchasing Agent. All questions must be submitted to the Purchasing Agent by the deadline listed on the cover page of this document. All answers will be issued in a written format.
3. **Pre-Proposal Meeting:** A pre-proposal meeting may be held for this RFP. If so, the date, time, and location will be listed on the cover page of this document. Project Managers and other staff may be available at this meeting to answer questions that have been submitted. Additional questions may be answered at this meeting and, if so, they will be documented and issued in an addendum. All questions and answers will be formalized and issued in an addendum. Attendance at this meeting is strongly encouraged. - Not applicable to this solicitation -
4. **Modifications:** Clarifications, questions, amendments, and addendums may be made to this document by the City at any time prior to the proposal submittal deadline. It is the Offeror's sole responsibility to check the City website for these updates and or addendums.
5. **Proposal Submission:** All required documents must be submitted in an enclosed sealed envelope, box, or package and clearly marked with the RFP title, RFP number, submittal date and time, and the Offeror's company name, address, phone number and contact name. See example below.

Offeror's Company Name	
Address	
Phone Number	RFP Title
Contact Name	RFP Number
	Submittal Due Date and Time

All must be delivered to the City Clerk's office at 800 Cushman Street, Fairbanks, Alaska 99701 prior to the deadline listed on the cover page of this document. This responsibility rests entirely on the Offerors, regardless of delays with mailing or any other reasons. Proposals can be accepted by the Clerk's office Monday – Friday between 8:00am – 5:00pm, except for City Holidays, which are listed on the City of Fairbanks' website. The Clerk's time stamp is the official time stamp of delivery.

- a. The accepting and opening of a proposal document do not constitute the City's acceptance of the Offeror as a responsive and responsible Offeror. By accepting and opening of a proposal, the City presumes the Offerors are familiar with the proposal documents and agree and understand all requirements in this document.
  - b. All prices and notations must be typed or written in ink. Pencil markings will not be accepted. Any mistakes must be crossed out and initialed by the person signing the proposal.
  - c. Proposals will not be accepted via facsimile or email. Any electronic means will not be accepted unless specifically specified in this document.
  - d. All cost associated with preparation and presentation of this proposal are the Offeror's responsibility. No pre-proposal costs will be reimbursed to any Offerors. All documentation submitted to the City will become property of the City.
6. **Confidentiality and Proprietary Information:** If any information is confidential, it should be placed in a separate sealed envelope and marked CONFIDENTIAL. If any information is proprietary, an original shall be delivered which is clearly marked PROPRIETARY and an additional copy shall be submitted omitting the proprietary information for City use. The copy containing proprietary information will be solely for City use and then disposed of after the proposal is awarded. The omitted copy will remain on file and part of the RFP documents for future use or records requests.
7. **Exceptions:** Any exception must be clearly defined and referenced to the proper section or paragraph of this document. The exception must include the Offeror substitution language and explanation as to the reason why this would provide an equivalent or better service or product. If no exceptions are explained in this proposal submittal, the City will assume the Offeror can perform accordingly. Any proposals not meeting all requirements will be rejected.
8. **Bid Guarantee:** Per the Fairbanks General Code Sec. 54-163, bid security is required for all construction contracts. Bid security must be in an amount equal to at least:
- a. Ten percent (10%) of bid amount if bid amount does not exceed \$100,000; or
  - b. Ten percent (10%) of the first \$100,000 and five percent (5%) of the amount of the bid over \$100,000, up to a maximum of \$200,000 in security. – All items not applicable to this solicitation
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9. **Duplicate Proposals:** The City will only accept one (1) proposal per Offeror, including its subsidiaries, affiliated companies, organizations, or franchises. If multiple proposals are received from the same Offeror, all proposals from the Offeror will be rejected.
10. **Withdrawal or Corrections:** Proposals may be withdrawn by written notice prior to the submittal deadline. Corrections may be made to proposals submitted if prior to the submittal deadline.

11. **Rejection:** The City reserves the right to reject any or all proposals and to waive any minor informalities or irregularities in proposals received, if it is determined by the Purchasing Agent that it is in the City's best interest to do so. If Offerors fail to provide any requested information in the consideration stage of the evaluation process, their proposals can be rejected. The City may reject any proposals from Offerors who are in arrears or in default to the City on any contract, debt, or other obligation. The City may reject a proposal if the Offeror has been debarred per Fairbanks General Code Sec. 54-297 or has violated any other section of the Fairbanks General Code. The City may reject a proposal if the Offeror has been debarred by the State of Alaska or any Federal agency. The City has the right to reject all non-conforming, non-responsive, and unbalanced proposals. Discrepancies in the multiplication of unit price and quantity will be resolved in favor of unit price, as the requested quantities remain the same.
12. **Procurement Policy:** Procurement for the City is based on the Fairbanks General Code Sec. 54 – Procurement and any applicable State of Alaska statutes. The Fairbanks General Code is available online at [www.fairbanksalaska.us](http://www.fairbanksalaska.us).
13. **Non-Discrimination:** The City will not contract with any persons or entities that discriminate against employees or applicants for any reasons other than those related to job performance. All prospective Offerors will comply with all Federal, State, and local laws and policies that prohibit discrimination in the workplace. The City will not discriminate because of race, religion, color, national origin, ancestry, sex, sexual orientation, age, marital status, change in marital status, pregnancy, parenthood, physical or mental disabilities, genetic information, or political affiliation.
14. **Proposal Signatures:** An authorized official must sign all proposal documents. This signature will represent the company or entity and their ability to commit to the requirements in this document.
15. **Contract Award:** The City has the right to award by item, group of items, total proposal, or any combination found to be in the best interest of the City. The City also reserves the right to contract with multiple entities for the same or like goods or services, if it is found to be in the City's best interest. The Offeror who the Notice of Award is made to will be notified as soon as possible. Notice of Intent to Award and actual Award will be submitted to the Offeror in writing. After receipt of Notice of Award, or the Notice to Proceed for all construction projects, the Offeror will execute and perform said contract.
16. **No Response:** If Offerors do not respond to this document, the City will continue to keep Offerors' information for future proposals unless they specifically ask to be removed from the Bidders list.
17. **Public Records:** All proposals are subject to public records requests after award, except for confidential and proprietary information. See paragraph 6 above for more information.
18. **Local Bidder Preference:** Per Fairbanks General Code Sec. 54-168, the awarding authority may award a contract based on solicited bids to the lowest responsive and responsible Bidder, after a local Bidders

preference has been applied. Local Bidder preference is the lesser of 5% or \$50,000 for a construction contract and 5% or \$5,000 for any other contract. Local Bidder preference does not apply to bids involving federal funds.

19. **Disqualification of Offerors:** Any one or more of the following reasons may cause proposals to be rejected:
  - a. Communication with any other employees or agents of the City of Fairbanks during the RFP process, excluding those specifically listed in this document.
  - b. Evidence of collusion or other anticompetitive practices among Offerors.
  - c. Lack of competency as revealed by financial, experience, or equipment statements.
  - d. Lack of responsibility as shown by past work with the City of Fairbanks.
  - e. Uncompleted work under other current contracts which in the judgment of the City of Fairbanks, may prevent the prompt completion of additional work in this document.
20. **Discussions:** Discussion with Offerors may commence after opening of all proposals to further clarify and or assure full understanding of solicitation requirements.
21. **Subcontractors:** All Offers must disclose all subcontractors regardless of the dollar amount and the services they will provide within 7 days of Notice of Intent to Award. The list must include the company or subcontractor's name, business location, and evidence of the subcontractor's state business license.
22. **Offeror's Responsibilities:** The Offeror must be capable of providing all goods or services in this document, described in Section 2 – Specifications and / or Scope of Services. The Offeror must maintain these qualities until completion of the contract. If requested by the City, Offeror may be required to provide proof that Offeror is the manufacturer or an authorized dealer or re-seller. City requires manufacturer's warranty with all first holder benefits when applicable. The successful Offeror is responsible for all goods and services in this document whether they are provided or performed by successful Offeror or their subcontractor.
23. **City Participation:** The City of Fairbanks will provide appropriate personnel to support the successful Offeror during the contract. The Project Manager will be named in this document or the Purchasing Agent will act as contact until additional personnel are named specifically.
24. **Disclosure of Contents:** All information in this document will be held in confidence and not discussed with other Offerors until award. All proposals become the property of the City upon opening. Please review paragraph 6 above for additional information.
25. **Unusual Circumstances:** Where any unusual circumstances unforeseen by the City or the Contractor and which significantly affect the Contractor's ability or cost in providing goods or services, the Contractor may request cancellation of contract or adjustment to the costs. Significantly in this

paragraph is defined as being beyond the control of the Contractor. The request must be documented in writing and may be denied.

26. **Contract Commencement:** Commencement of a contract shall not begin until all necessary documents are received and reviewed, all City approvals have been completed, including City Council approval for projects over \$250,000, and a purchase order is complete. Commencement of a contract without these requirements will be at the Offeror's sole risk and not compensated by the City.



## Section 2 – Specifications and/or Scope of Work

### Background

The City of Fairbanks (City) uses MUNIS a Tyler Technology's software program for the City's financial reporting needs. The City's fiscal year begins on January 1 and ends on December 31. The City collects garbage billing as stipulated in Fairbanks General Code Chapter 66. Garbage Billing is billed quarterly at a flat rate for type of residence such as single (\$88.00), duplex (\$176.00), triplex (\$264.00) and fourplex (\$352.00).

The City mails or emails, based on customer preference, the quarterly bills and monthly delinquent statements. The City also makes phone calls to collect on outstanding accounts and addresses phone calls from residence regarding account balances. The City offers recurring payments through electronic funds transfer, online one-time payments, over the phone payments, mail in payments, and in person payments. The City does not offer recurring credit card payments and would like to offer this service to our garbage billing and general billing customers.

The City uses Customer Self Service a Tyler Technology program for the online payment option, which integrates with our MUNIS software to keep up to date account information available to the customers. The city has approximately 5,250 active garbage billing accounts with an estimated yearly income of \$2,081,000. More detailed information can be found in budget documents, annual financial reports, and the City Code of Ordinances at [www.fairbanksalaska.us](http://www.fairbanksalaska.us).

### Nature of Services Required

The successful Offeror shall provide the following core services:

- Electronic payment processing;
- Funding and settlement;
- Customer service;
- Marketing; and
- Reporting capabilities.

The successful Offeror will:

- Accept major credit card brands, namely Visa and MasterCard, and E-checks for all participants;
- Permit participants to absorb or pass through processing fees;

- Provide enrollment capabilities including online application for making payments or setting up reoccurring payments;
- Update the City and provide insight on new technology, security and industry trends in order to maintain and continue to advance suite of services;
- Be able to integrate the online application and payment collections with the City's MUNIS software;
- Be able to provide the City with reports on the collections, reports should be able to be customizable to the City's preferences;
- Be able to provide customers the following:
  - A confirmation number at the end of an approved telephone payment. If the payment is declined, provide a message that indicates the cause for the decline;
  - A confirmation number for an approved internet payment. If the payment is decline, provide a message that indicates the cause for the decline;
  - An email that is immediately sent to a Customer for internet payments indicating whether his/her payment has been approved or declined. Cardholder information and date regarding the charge shall be included in the email for receipt purposes;
  - Notification of any returned E-check for payments; and
  - A receipt for any transition by email, if elected by the Customer.
- Be able to provide customer service to the City for technical support, enrollment, marketing, operational communications and accounting for the funding and settlement of transactions; and
- Be able to communicate any service disruptions in a timely manner to the City and Participants, including the way the disruption will be remedied and a projected timeframe.

The general requirements are as follows:

- Work with City finance staff to successfully provide the required services.
- Maintain adequate staff levels to ensure all services, as outlined in the contract, are provided in an efficient and professional manner.
- Maintain security and confidentiality of all information obtained in processing payments for the City.
- Provide adequate equipment and computer software to record and transmit on-site payment processing to the City.
- Maintain, at the Offeror's expense, comprehensive general liability and property damage insurance, worker's compensation insurance, and adequate bonding as required by the City.

**Qualification of Offeror**

The contract will be awarded by the City to a responsible Offeror only. In order to qualify as responsible, an Offeror must meet the following qualifications as they relate to this request for proposals:

- Have adequate technical and financial resources for performance.
- Have the necessary experience, organization, technical skills and capabilities for processing customer payments.
- Have a proven record of successful payment processing and compliance with safeguarding customer financial information.
- Must follow required security measures by Visa and MasterCard guidelines and be PCI level 1 compliant

## **Section 3 – Proposal Format**

### **Format and Content:**

The City discourages overly lengthy and costly proposals. For the City to evaluate proposals fairly and completely, offerors must follow the format set out herein and provide all the information requested.

### **Submittal Requirement:**

Proposals shall be in accordance with the maximum number of pages and content requirements indicated in the table below, double-sided pages are considered two pages. Proposals shall not be written in a font size smaller than 10 point. Each section of the proposal shall be identified and assembled in the order listed under Proposal Content Requirements. Materials not identified or germane to the proposed agreement will be discarded without evaluation. Failure to provide a proposal in conformance with these requirements may cause a proposal to be declared non-responsive and eliminated from further consideration. Offerors must submit one master (identified) and four copies.

<b>Maximum</b>	
<b>Pages</b>	<b>Proposal Content Requirements</b>
2	Item 1: Proposal Form (with original signature)
1	Item 2: Table of Contents
10	Item 3: Technical Proposal
1	Item 4: Letter of Intent
1	Item 5: Price Form (in sealed envelope)
<b>15</b>	<b>Maximum Pages for RFP Submittal</b>

### **Proposal Form:**

Offerors must include a fully completed and signed Proposal Form as the cover sheet to the RFP. Failure to include this form fully completed with an original signature shall cause the proposal to be declared non-responsive and eliminated from further consideration.

### **Table of Contents:**

Offerors must include a Table of Contents.

### **Technical Proposal:**

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to perform the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should address all

the points outlined in the request for proposals (**excluding any cost information which should only be included in the sealed dollar cost bid**). While additional data may be presented, the following subjects must be included as they represent the criteria against which the proposal will be evaluated:

- Discuss how the Offeror meets the qualifications outlined in Section 2.
- Describe in detail the methodology, strategies, procedures, and timeline for accomplishing the general requirements specified in Section 2.
- Provide a list and resume of personnel that will be assigned to this contract.
- Provide a minimum of three (3) references where the offeror has completed a similar scope of work.

**Letter of Intent:**

Offerors must submit a letter of intent to meet the insurance and bond requirements.

**Price Form:**

Offerors are required to submit a price form. This form must be in a separate sealed envelope marked as follows: SEALED PRICE FORM FOR CITY OF FAIRBANKS THIRD PARTY PAYMENT PROCESSING RFP #20-15.

The price form should contain all pricing information relative to performing the services as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed price form. Such costs should not be included in the proposal.

If it should become necessary for the City to request the Offeror to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the engagement between the City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the same rates set forth in the price form.

## Section 4 – Evaluation Criteria and Award

### **Initial Evaluation:**

Initially, all proposals will be reviewed by the City Purchasing Manager to determine if they are administratively responsive to the RFP. Proposals that are administratively responsive will be distributed to the evaluation committee. The committee will determine if the proposal meets all the minimum requirements. Proposals that pass the minimum requirements evaluation will be evaluated based on the evaluation criteria described below.

### **Evaluation Criteria:**

Each criterion identified below has an assigned weight that is used to establish their relative importance in the evaluation process. The criterion for this RFP is listed and defined in further detail below.

<u>Criterion</u>	<u>Weight</u>
Proposal Adherence	<b>15</b>
Expertise and Experience	<b>15</b>
Payment Processing Approach	<b>30</b>
<u>Price</u>	<b>40</b>
Total Weight of All Criterion equals	<b>100</b>

- **Proposal Adherence (Weight of 15)** – The offeror’s adherence to the instructions in preparing and submitting their proposal.
- **Expertise and Experience (Weight of 15)** – The offeror’s experience and performance on comparable government engagements, quality of professional personnel assigned to the engagement, and quality of management support personnel for technical consultation.
- **Payment Processing Approach (Weight of 30)** – The offeror’s adequacy of processing collection payments and reporting of the payments.
- **Price (Weight of 40)** - The maximum score will be awarded to the firm offering the lowest price. Proportional scores will be assigned to other offerors.

### **Award:**

Award shall be made to the responsive offeror whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the City taking into consideration cost/price and the evaluation factors set forth in this RFP. The City anticipates awarding this contract in whole by October 31.

## Section 5 – Standard Terms and Conditions

1. **Assignment / Transfer:** Assignment or transfer of this Agreement or Contract without written consent of the City of Fairbanks may be construed by the City as a breach of contract sufficient to cancel any Agreement or Contract at the discretion of the City.
2. **Inspection:** All goods and services are subject to inspection and approval by the City at all reasonable times, including inspection during manufacturing. Inspection and approval by City at Contractor's place of business or work site does not preclude rejection for defects upon discovery by subsequent inspection. Any goods or services rejected by the City shall be promptly repaired or replaced at Contractor's expense. All costs incurred by the City in connection with the return of goods or rejection of services shall be at the Contractor's risk and expense. - Not applicable to this solicitation -
3. **Risk of Loss:** Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder. - Not applicable to this solicitation -
4. **Warranty:** Contractor warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications. Such goods shall be of good merchantable quality and fit for the known purposes for which sold and are free and clear of all liens and encumbrances. Contractor and City agree that this order does not exclude, or in any way limit, other warranties provided for in this Agreement or Contract or by law. - Not applicable to this solicitation -
5. **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Contractor when submitting invoice for payment. An Exemption Certificate is available upon request. - Not applicable to this solicitation -
6. **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of services. Payment will be delayed if the invoice fails to reference the purchase order number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the purchase order. The City will provide payment 30 days after satisfactory delivery, acceptance, and receipt of invoice.
7. **IRS Form W-9 and Vendor Information:** Contractor must have on file with the City a current IRS Form W-9 and complete a vendor registration form before City will issue a purchase order to the Contractor.

8. **Compliance with Laws:** Contractor represents and warrants that the performance of this order and furnishing goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State, and City laws, rules, regulations, resolutions, and ordinances including, but not limited to, the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, and the Occupational Safety and Health Acts.
9. **Amendments:** No amendments, modifications, or supplements to this contract shall be binding unless in writing and signed by all authorized representatives of both parties.
10. **Termination:** When it is in the City's best interest, City may unilaterally cancel this Agreement or Contract at any time whether Contractor is in default of any of its obligations hereunder. With any such cancellation, Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City agrees that Contractor shall be paid for items and/or services already accepted by City, but in no event shall the City be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this Agreement or Contract at any time for the failure of the other to comply with any of its material terms and conditions. All Offerors recognize that the City is a government entity and that payment obligation is subject to yearly appropriations by the City's governing body and that if funds are not appropriated, this Agreement or Contract will terminate without penalty to either party.
11. **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
12. **Complete Agreement:** The parties agree that the conditions of purchase stated herein and the Offeror's proposals set forth their entire Agreement or Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the City and Contractor or terms and conditions set forth in the Contractor's quotation, order, or sales acknowledgment shall not constitute a part of the Agreement or Contract between the City and Contractor concerning this purchase. The terms "Agreement" and "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
13. **Liability and Indemnity:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the Contractor's operations or expiration of this Agreement or Contract, except for damage, loss or injury resulting from the City's gross negligence or willful misconduct solely.



**14. Insurance Requirements:** Contractor must furnish a certificate of insurance within ten (10) days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a thirty (30) day prior notice to the City of cancellation, non-renewal, or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this Agreement or Contract. Each policy shall be endorsed with a waiver of subrogation in favor of the City. All other insurance policies required of the Contractor shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insured carried by the City will be excess only and will not contribute with the insurance required by this Agreement or Contract. All other insurance policies required of the Contractor and subcontractors shall be endorsed to name the City as additional insured. All insurance shall be on an occurrence form acceptable to the City and having an A.M. Best rating of "A" or better.

- a. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance shall be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage shall be included for such injuries or claims.
- b. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$5,000,000 for any contract over \$1,000,000 and not less than \$1,000,000 for contracts under \$1,000,000 combined single limit per occurrence and \$5,000,000 for any contract over \$1,000,000 and not less than \$1,000,000 for contracts under \$1,000,000, in the aggregate not excluding premises operations, independent Contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse and underground hazards. Limits may be a combination of primary and excess (umbrella) policy forms.
- c. Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage. - Not applicable to this solicitation -
- d. Property Insurance: The Contractor shall submit to the City evidence of All Risk Builder's Risk Insurance for all physical loss, including earthquake and flood (100% completed value basis) upon the entire work naming the City, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the City. The policy, by endorsement, shall

specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work. - Not applicable to this solicitation -

**PROOF OF INSURANCE:** The Contractor shall furnish the City with a Certificate of Insurance or, where requested by the City, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. All endorsements shall reference the policy number and the project name and project number. The owner is the City of Fairbanks and is to be identified on all certificates and endorsements.

Without limiting its indemnification, the Contractor shall maintain, until termination of Agreement or Contract or completion and acceptance of the project by the City, occurrence type coverage of the kinds and minimum amounts set forth above. All insurance limits are minimum. If the Contractor's policy contains higher limits, the City shall be entitled to coverage to the extent of such higher limits. The City, at its sole discretion, may raise or lower the limit.

15. **Records:** The City reserves the right to inspect all vendor documents relating to this Agreement or Contract for up to three (3) years after expiration.
16. **Acceptance of Proposals:** As soon as practicable after opening, proposals valued over \$250,000, the City Council is the approving body. The rights and obligations of the contract will become effective and binding upon the contracting parties only after formal execution of a purchase order signed by the Purchasing Agent or a contract form signed by the Contractor and City Mayor. No other act whether oral, written or implied shall constitute acceptance of a proposal.
17. **Postponement:** The City reserves the right to postpone the date of the opening of proposals and will give written notice of any such postponement to all known holders of the contract documents.
18. **Delivery:** Successful Offerors may be required to provide reasonable evidence from their source of supply or manufacturer to justify the delivery dates furnished in their proposal. Any unreasonable deviation from the proposed delivery dates shall constitute a breach of contract and shall entitle the City to cancel all obligations to the Contractor. - Not applicable to this solicitation -
19. **Time is of the essence:** The Offeror is expected to deliver goods or services that conform in all material respects to the contract specifications on or before the date provided herein. This date may be amended by written agreement between both parties.
20. **Safety Data Sheets:** For all materials supplied under this offer, the Offeror will provide to the City the applicable Safety Data Sheet (SDS). SDS must be received prior to final payment. - Not applicable to this solicitation -

21. **Cooperative Purchasing:** Any other State of Alaska government entity may exercise their option to use this same contract to make similar purchases of like items, based on similar quantity. The City is not liable for any other State of Alaska government entity or their purchases. - Not applicable to this solicitation -
22. **Facility Security and Background Checks:** For all services provided at the Fairbanks Police Department, located at 911 Cushman Street, Fairbanks, Alaska 99701, access is controlled by the rules, regulations, and laws related to the Federal Criminal Justice Information System (CJIS) and the Alaska Public Safety Information Network (APSIN). All vendors are considered a visitor or guest unless they are fully cleared by APSIN, including a background check and fingerprinting. Ultimately, the State of Alaska has the authority to award APSIN clearance, and it may be denied. If APSIN clearance is not necessary, a criminal history check will be required, which may allow access to the building with fully cleared personnel. All visitors and guests will have to be accompanied by fully cleared personnel while in the building. If you are the successful Offeror and your services are to be performed within this facility you will be provided with the proper paperwork based on the appropriate level of access required.

## Section 6 – Required Forms

Forms included in this solicitation or required when submitting Proposal:

- A. Pre-Proposal Questions
- B. Proposal Form
- C. Non-Collusion Statement
- D. Price Form
- E. Business License Waiver
- F. W-9 Form and Vendor Registration Form

# **PRE-PROPOSAL QUESTIONS**

## **City of Fairbanks**

### **THIRD PARTY PAYMENT PROCESSING**

#### **RFP #20-15**

List all questions below or attach to this form and submit by **4:00 p.m. on Friday, October 23, 2020.**

# PROPOSAL FORM

## City of Fairbanks

### THIRD PARTY PAYMENT PROCESSING

#### RFP #20-15

**Failure to complete this form shall result in your Offer being deemed non-responsive and rejected without any further explanation.**

**Offer and Obligation:**

The undersigned hereby offers, and agrees to be bound and obligated to this offer, to furnish the goods and / or services in compliance with all Terms and Conditions, Scope of Work, Specifications, and Addendums in this solicitation and, if awarded, enter into an Agreement or Contract with the City.

**Addendums:**

The undersigned has read, understands, and is fully cognizant of all parts of this solicitation, together with any addendum issued in connection with this document. The undersigned hereby acknowledges receipt of the following addendum(s). In addition, the undersigned has completely and appropriately filled out and submitted all required forms. Initial next to each applicable addendum number(s) or, if none, leave blank.

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_ Addendum #4 \_\_\_\_\_

If additional addendums were issued, list numbers here and initial. \_\_\_\_\_

**Compliance:**

The undersigned hereby accepts all administrative requirements of the solicitation and will follow such requirements. By submitting this Proposal Form, the Offeror represents that they are in compliance with all applicable provisions of the City of Fairbanks Code of Ordinances Chapter 54 – Procurement, and if awarded a contract to provide the construction, goods, or services required in this solicitation will comply for the entire length of the Agreement or Contract.

**Non – Collusion:**

The undersigned, by submission of this Proposal Form, hereby declares that this offer is made without collusion with any other business or person making any other offer, or which otherwise would make an offer.

**Performance Guarantee:**

The undersigned further agrees that if awarded the Agreement or Contract, it will submit to the City any required performance guarantee (i.e. irrevocable letter of credit or cash deposit), if applicable.

**Proposal Price:**

The undersigned agrees to abide by the pricing contained on the Price Form.

**NO OFFER WILL BE ACCEPTED WHICH HAS NOT BEEN MANUALLY SIGNED IN INK IN THE APPROPRIATE SPACE BELOW**

I certify, under penalty of perjury, that I have the legal authorization to bind the company hereunder:

For clarification of this offer, contact:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Email

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID

\_\_\_\_\_  
City of Fairbanks Business License Number

\_\_\_\_\_  
Alaska Business License Number

\_\_\_\_\_  
Contractor's License Number

# NON-COLLUSION STATEMENT

## City of Fairbanks

### THIRD PARTY PAYMENT PROCESSOR

RFP# 20-15

**Failure to complete this form shall result in your Offer being deemed non-responsive and rejected without any further explanation.**

This is to certify that the undersigned Offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Proposal submitted to the City of Fairbanks for RFP #20-15, THIRD PARTY PAYMENT PROCESSOR.

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

- Corporation
- Partnership
- Individual

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires

\_\_\_\_\_



# PRICE FORM

## City of Fairbanks

### THIRD PARTY PAYMENT PROCESSING

RFP #20-15

**Failure to complete this form shall result in your Offer being deemed non-responsive and rejected without any further explanation.**

#### TOTAL ALL-INCLUSIVE MAXIMUM PRICE SCHEDULE

Proposed Fee Description	Proposed Fee

**The above price schedule is for a single fiscal year's payment processing fees and should contain all fees necessary to meet the scope of work.**

# State of Alaska & City of Fairbanks Business License Waiver Form

## City of Fairbanks

### THIRD PARTY PAYMENT PROCESSOR

RFP# 20-15

All RFP responses must be completed as described in this solicitation. For all Offerors who are located and or solely operate outside the State of Alaska and/or the City of Fairbanks, license requirements are waived to submit this proposal. If you receive Notice of Intent to Award from the City, both licenses will be required within the terms listed in said letter.

Please initial below of this waiver currently applies to your entity.

\_\_\_\_\_ Waiver for State of Alaska Business License

\_\_\_\_\_ Waiver for City of Fairbanks Business License

By submitting this form, Offeror understands waiver and potential requirements if selected as successful Offeror and receives Notice of Intent to Award.