

CITY OF CHATTANOOGA PURCHASING DEPARTMENT
101 EAST 11th STREET, CITY HALL, SUITE G-13
CHATTANOOGA, TENNESSEE 37402

Request for Proposal No.: **190691**

Ordering Dept.: Finance/Treasury Division

Buyer: Deidre Keylon; e-mail: dmkeylon@chattanooga.gov (NO E-MAILED PROPOSALS ACCEPTED)

Phone No.: 423-643-7231; Fax No.: 423-643-7244

Products or Services Being Purchased: **Merchant Services Provider**

SEALED PROPOSALS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN

4:00 P.M. E.S.T. ON NOVEMBER 14, 2019

ALL QUESTIONS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN

4:00 P.M. E.S.T. ON OCTOBER 22, 2019

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin. The City of Chattanooga (COC) Terms and Conditions posted on Website are applicable:

http://www.chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revision_7.18.2018.pdf

NOTE: ALL PROPOSALS MUST BE SIGNED.

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated within Offeror's proposal.

PLEASE PROVIDE THE FOLLOWING:

Company Name: _____

Mailing Address: ____ (for this line, please complete the Supplier Information Form) _____

City & Zip Code: ____ (for this line, please complete the Supplier Information Form) _____

Phone/Toll-Free No.: ____ (for this line, please complete the Supplier Information Form) _____

Fax No.: ____ (for this line, please complete the Supplier Information Form) _____

Contact Person for RFP: _____

E-Mail Address of above for all RFP communications:

COMPLETED COVER PAGE MUST BE RETURNED WITH PROPOSAL

City of Chattanooga, Tennessee
Department of Finance, Treasury Division



Request for Proposals

Merchant Services Provider

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Section I: General Information

Introduction

The purpose of this section is to define the scope of the project and describe this Request for Proposal (RFP).

Purpose of RFP

This request solicits proposals to furnish the municipal government of Chattanooga, hereinafter referred to as “The City”, with a Merchant Services Provider, hereinafter referred to as “merchant services provider” for credit card processing.

Specifications describing the functional and technical requirements of the Merchant Services Provider can be found in this document. It is The City’s intent to select the most suitable solution based on responses to this RFP.

This request solicits proposals covering the below areas. The proposals should provide recommendations and service level agreement details (hereinafter referred to as “SLA”) for each area:

- (1) Deployment Time and Upgrades
- (2) Redundancy
- (3) Flexibility and Customized Services
- (4) Security
- (5) Scalability
- (6) Cost benefits

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Section II: Requirements for the Proposed System

Introduction

The purpose of this section is to describe the required and desired features of a solution for The City. The vendor may propose additional features and options to be considered. The sequence in which the following items appear in this document does not represent any priority of importance for this proposal. The City requests that prospective vendors use these specifications to develop proposals within the guidelines set forth within this section. All responses to this proposal should be all inclusive to the specifications to be considered valid.

Background

With the pressures of a technology-driven society, the City of Chattanooga is committed to providing electronic commerce opportunities utilizing the most secure payment channels available. The City's card acceptance program has been organized and centralized under the purview of the Department of Finance and Administration, Treasury Division. Though oversight rests with the Treasury Division, coordination with user agencies and other departments is essential in delivering Merchant Services. The City currently accepts payment for an array of services and activities at many locations. The City is seeking to contract with a full-service vendor to provide the services necessary to continue credit card acceptance operations as they stand today and expand such services to meet future needs for the following departments and/or services :

- Air Pollution
- Parks and Recreations
- Regional Planning Agency
- City Court (excluding on-line payments)
- Economic and Community Development
- Library
- Transportation Department
- Witness Support Fund
- Youth and Family Development

FY2019 Processing Volume:

Sales	
American Express	\$1,373,685
Debit Card	\$18,501
Discover	\$159,037
Mastercard	\$1,466,506
Visa	\$3,303,199
Total Sales	\$6,320,928

Transactions	
American Express	3,517
Debit Card	171
Discover	779
Mastercard	11,089
Visa	26,922
Total Transactions	42,478

Additional departments and or services currently served under separate contract may be included under the scope of this RFP but may not be available for new contract. Total annual transactions and sales are 54,824 and \$2,900,364, respectfully. **Using the pricing template provided, please provide pricing by transaction volume range for various volumes of transactions.**

General Information

The City plans to move to a Merchant Services Provider. This will include all software, hardware and implementation services with continued maintenance and support to meet the City's needs.

Vendor will establish and facilitate weekly progress calls with implementation team from City and Vendor. Go live with new merchant services process on or before June 30, 2020. The term of the contract is anticipated to be one year with two mutually optional one-year renewals.

Vendor Information

Prospective vendors should provide the following information pertaining to their organization and this project:

- Size of the organization
- Public financial records from the past two years
- Client list including those using products recommended by the prospective vendor
- Number of years in business providing similar services
- Number of service and support personnel in the organization
- Frequency of software updates (if applicable)
- A reference list including clients who have used the vendor's services
- A list of all government clients who have used the vendor's services
- A plan on what the average upgrade and implementation of Merchant Service Provider would take
- A project start date commitment
- A resource availability date commitment
- Complete references for the prospective vendor's Project Manager for this project
- A required roles list for initial implementation and for future sustainability.
- A proposed project plan
- Detailed information on prospective vendor's "discovery" methodology
- Pricing model to follow to Pricing Template located in Appendix B.

Prospective vendors, regardless of previous experience with Merchant Service Provider, should demonstrate a thorough knowledge of the differences associated with municipal government Merchant

Service Provider as opposed to those of the private sector with regard to security, open records, data availability and public safety considerations.

Prospective vendors should understand that adherence to all vendor-proposed dates and timelines will become part of said vendor's contractual obligation should their proposal be selected by The City for its Merchant Service Provider.

Training

Proposals must include all training plans and costs. Training must be provided for each city role required for implementation and for future sustainability of the proposed Merchant Service Provider. The vendor is expected to be familiar with any software and services recommended in the proposal.

The Vendor shall provide training sessions through delivery methods and at locations determined by the City and at times mutually agreeable to both the Vendor and the City. Such training may consist of informal train-the-trainer sessions, web-ex presentations, or classroom orientation sessions. Agency staff attending these sessions will include staff from the business, accounting and technical areas.

Technical Support Services

Proposals must provide all costs associated with supporting the proposed solution. The Vendor shall provide all support options available to the City that are directed at providing the appropriate response time warranted by a City Treasury function and its personnel.

Below are parameters that need to be factored into the support options. The Vendor will provide and list descriptions of all items factored into the support options and the associated costs.

1. 24/7 on-call and email support including holidays and weekends (minimum M-F 8:30am to 5:00pm Eastern Standard Time).
2. The Vendor(s) must have the ability to replace faulty hardware with locally available parts and within the time frame allotted in the above service levels.
3. Dedicated Support Team. At a minimum, the City requires the Contractor to supply the following dedicated support team personnel:
 - a. One (1) Relationship Manager with a minimum of five (5) years of current experience in managing large, complex contracts with outstanding interpersonal and communication

skills. The Relationship manager shall have management responsibility for service quality. He/she shall have sufficient authority to act independently to resolve quality related issues at the contract level. The Relationship Manager shall maintain current knowledge of the contract's status and be accessible to City contact. The Relationship Manager shall notify the City of all updates in the requirements mandated by the applicable Card Association as well as any changes required by Payment Card Industry (PCI) Data Security Standard (DSS) or its successor.

- b. One (1) Account Manager with a minimum of two (2) years of current experience as an Account Manager with excellent analytical, interpersonal and communication skills. The Account Manager is expected to be the lead role for the day-to-day operations and interactions that may occur between the City and the Contractor. Areas of knowledge shall include, but not be limited to, transaction processing, Settlements, data, and reconciliation of transactions and ACH deposits and fees. If the Account Manager cannot provide timely and accurate solution to a reconciliation problem, the issue will escalate to the Relationship Manager for resolution.
4. The dedicated support team shall be available for weekly conference calls during conversion and rollout and throughout the Contract as requested by the City. In addition, the Contractor shall provide a customer service center which operates twenty-four (24) hours a day, three hundred and sixty-five (365) days per year for day-to-day resolution of acceptance, authorization, processing or Settlement issues.
5. System Availability. Services provided under this Contract are mission critical to the City; thus, the Contractor's system shall be available for authorization of payments twenty-four (24) hours per day, seven (7) days a week for ninety-nine point ninety five percent (99.95%) of the total minutes in the month, outside of Scheduled Maintenance. The Contractor will prepare a monthly performance report indicating the degree of compliance with the stated level of system availability and provide it to the City monthly at no additional cost beginning thirty (30) days following the Contract Effective Date. To the extent Contractor fails to achieve the stated level of System Availability, the Contractor will perform a root cause analysis identifying the causes of failure and provide a recommended corrective action within a commercially reasonable time

following the failure. The Contractor and the City shall review the levels of system availability achieved on a quarterly basis or monthly if required levels are not being met.

Cost Summary

Vendor must supply a listing of their products and services in the form of a catalog or a line item detail to support Proposal Cost Summary in Appendix A.

Functional Requirements

1. The ability to provide all the services necessary to continue credit card acceptance operations and expand such services to meet future needs where credit and debit card transactions processed with real time authorization, i.e., immediate acceptance or rejection.
2. Transmit files related to the City's credit card, debit card, and/or transactions for authorization and settlement through the Vendor's certified payment processor(s) to facilitate the acceptance of customer payment funds. As part of the settlement process, the Vendor, as the City's agent, may receive and temporarily hold customer payment funds; such funds shall be held for no longer than twenty-four (24) hours.
3. Process credit card payments for Visa, MasterCard, American Express, Discover, and PIN-less and PIN-based Debit cards.
4. Ability to provide a mobile payment processing solution that is Payment Card Industry (PCI) Data Security Standard (DSS) and PA-DSS compliant, utilizes point-to-point encryption, and integrates with the standard transaction processing channels of this contract. This solution must be compatible, at a minimum, with Apple and Android devices.
5. Expand the City's merchant services capability to process E-checks. The system should allow for immediate routing number verifications as an initial confirmation that correct bank information was entered.
6. Ability to process charges by virtual terminal, swipe machines or an on-line portal.
7. Establish and maintain Merchant IDs (MID) on behalf of the City. The MID structure shall be tiered and allow for an unlimited number of MIDs. The capability for MIDs to be established based on the location, data capture method and/or reporting needs of each agency. At the request of the Department of Finance and Administration, Treasury Department, the Vendor shall initiate new MIDs and these MIDs shall be established and activated within fifteen (15)

business days of receiving a written MID request. The Vendor shall provide the Department of Finance and Administration's Treasury Department with supporting documentation when the MIDs are established.

8. Provide an automated Settlement capability, which occurs without human intervention. The Vendor shall create the Electronic Funds Transfer and ACH settlement transactions at the MID related to the settlement of the customer payment funds.
9. Upon receipt of Settlement of credit by the Vendor for customer payment funds, the Vendor will cause the designated City accounts to be credited with an amount equal to the credit received by the Vendor excluding service fees in respect of the customer payment funds processed. Payment funds to the Vendor and the credit of funds to the Account shall not exceed twenty-four (24) hours.
10. Ability to allow convenience fee funded (customer paid service fee) or Agency Fee funded (City paid service fee) pricing model.
11. Provide a Payment Card Industry (PCI) certified Point-to-Point Encryption Solution. This shall be a combination of secure devices, applications, and processes that encrypt data from the point of interaction until the data reaches the Vendor's secure decryption environment. The Point-to-Point Encryption Solution must include:
 - a. Secure encryption of payment card data at the point of interaction.
 - b. Point-to-Point validated application at the point of interaction.
 - c. Secure management of encryption and decryption devices.
 - d. Management of the decryption environment and all decrypted account data.
 - e. Use of secure encryption methodologies and cryptographic key operations, including key generation, distribution, loading/injection, administration, and usage.
12. Provide a web-based online reporting solution hosted by the Vendor for the tracking of all transactions. The reporting solution shall comply with all applicable security policies and standards. At a minimum, the following reporting information shall be available within the web-based reporting tool:
 - a. Transaction ID
 - b. Transaction Amount
 - c. Approval status
 - d. Card type

- e. MID where collected
 - f. Authorization number
 - g. Transaction/commodity description
13. The Vendor's reporting solution shall provide, but is not limited to the following daily reports:
- a. Captured and settled transactions (all card types) by MID detailed by transaction, in one report
 - b. Authorization – detail and summary
 - c. Chargeback and Retrievals (within 2 business days)
 - d. Disputed Card Items
14. The reporting solution shall provide the option to export all reports into the current version of Microsoft Excel. All daily reports should be available to review or download on the next business day.
15. Ability to report to the City all Service Fees on a monthly or other mutually agreed upon basis, in a format mutually agreed upon including Service Fees charged to participating MIDs.
16. Provide a funds availability schedule by card type.
17. Ability to store and retrieve transaction information, including signatures for bank card transactions and non-bank card transactions and a system that would enable the City to retrieve and receive this information online.
18. Provide written confirmation that the Respondent is currently a Payment Card Industry (PCI) Data Security Standard (DSS) Compliant Service Provider. Attach evidence of the following:
- a. A current Certificate of Validation by a Qualified Security Assessor
 - b. Your company's current inclusion on Visa's List of Compliant Service Providers
 - c. Your company's current inclusion on the MasterCard Site Data Protection Program's list of Compliant Service Providers
19. Ensure all transactions are compliant with the most current version of Payment Card Industry (PCI) Data Security Standard (DSS) or its successor and ensure data integrity and user confidentiality and privacy.
20. Must be engaged and has been for at least two years as an online gateway or processor.

Any additional functionality believed to be pertinent but not specifically requested elsewhere in the RFP.

Technical Requirements

Vendor must incorporate the items in the list of standardizations within Appendix C and/or Appendix D into a contract or exhibit to the City's Standard Terms and Conditions that is to be agreed upon, if the proposed solution involves software and/or cloud/hosting environment. It is expected that all existing APIs to work with other software and/or cloud/hosted solutions. A data dictionary must be provided.

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Section III: RFP PROCESS

Initial Screening

The initial screening of submitted proposals will occur as soon as practical following the opening. The initial screening process will involve evaluating all proposals for completeness, clarity, and conformity to all RFP requirements.

Proposals not meeting minimum requirements may not receive further consideration. The City, at its sole judgment will determine if a proposal is viable.

For a list of required submission materials, **see the CHECKLIST OF REQUIRED SUBMISSION MATERIALS. Proposals missing required submission materials may not receive further consideration.**

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Evaluation Criteria and Scoring

In preparing responses, Offerors should describe in detail how they propose to meet the specifications as detailed in this solicitation document.

The minimum categorical criteria that will be applied to the proposal information, in order to assist the City in selecting the most qualified proposer(s) for the contract, are as follows:

1. Vendor will be awarded up to **45%** of the total weighted score for Competence/Approach to Scope of Work.
 - a. Competency to perform the Scope of Work meeting the business functional requirements and having technical quality.
 - b. The project plan and implementation of the solution. Perspective on the project approach and qualifications to accomplishing the goal.
2. Vendor will be awarded up to **30%** of the total weighted score for Qualifications and Individual and Team Experience.
 - a. Related experience of the team resulting in qualifications that make the team members who will be most heavily involved in performing the Scope of Work and their support network most qualified.
3. Vendor will be awarded up to **15%** of the total weighted score for Price Proposal.
4. Vendor will be awarded up to **10%** of the total weighted score for References.
 - a. Company and project references.

Selection of Proposals for any reason will be determined based on an objective evaluation of the criteria listed above.

GENERAL INSTRUCTIONS TO PROPOSERS

Sealed Proposals must be submitted in the format specified in this document for time-stamping to the Purchasing Division, City of Chattanooga, by **no later than 4:00 p.m., e.s.t., on November 14, 2019**, to the attention of:

City of Chattanooga/Purchasing
101 East 11th Street, Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7231

Late or misdirected proposals shall be rejected and offered for return at the expense of the Offeror. Postmarks are not accepted. E-mailed proposals are not accepted. Incomplete proposals are not accepted.

REQUESTS FOR INFORMATION/QUESTIONS

All questions, and requests for information or clarification must be submitted in writing as specified here, and will be accepted **until 4:00 pm, est, on October 22, 2019**, and shall be sent to:

Preferred method: email to rfp@chattanooga.gov with Subject line reading: **QUESTION: RFP No. 190691 Merchant Services Provider**

Alternative method: mail or fax with clear marking on outside of package or cover sheet
QUESTION: RFP No. 190691 Merchant Services Provider

City of Chattanooga Purchasing Division
101 East 11th Street, Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7231
Fax: (423) 643-7244

Questions will be answered by Addendum to be posted to <http://www.chattanooga.gov/purchasing/bidssolicitations> as soon as possible after the deadline for questions.

Communication During The Entire RFP Process Until a Contract Is Issued

Any communication concerning this RFP must be conducted exclusively with the Purchasing Division Buyer named until the evaluation and award process has been completed. Failure to honor this request will be negatively viewed in the selection process and can result in elimination of the proposal.

Number of Copies and Format

Proposer shall submit three (3) complete copies of the proposal as follows: **one (1) original - unbound; one (1) copy - bound; and one (1) electronic copy in PDF format** on a flash drive or jump drive. Discs will not be accepted. All proposals shall be submitted in a sealed, non-transparent envelope or box clearly labelled with the issuer's name, address, and phone number, and "**RFP No. 190691 Merchant Services Provider**" on the label or outside of box or envelope.

ALL COPIES MUST BE COMPLETE AND IDENTICAL TO THE ORIGINAL, INCLUDING COPIES OF SIGNATURES, NOTARY STAMPS, ETC.

Detailed Technical Proposals

Complete technical submittals shall be submitted with the Proposal. These technical submittals shall describe in detail how the Proposer complies with each specification requirement of the RFP. Any deviations from the specifications shall be noted.

Implied Requirements

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the Proposal.

Proposer-Supplied Materials

Any material submitted by a Proposer shall become the property of the City unless otherwise requested at the time of submission. **Any firm submitting a proposal should assume the information included in the proposal is subject to the Open Records / Freedom of Information Act.**

Incurred Costs

The City shall not be liable for any cost incurred by the proposer prior to the issuance of a contract purchase agreement and will not pay for the information solicited or obtained. Proposer shall not include or integrate any such expense as part of its proposal.

Economy of Preparation

Proposals shall be prepared simply and economically. Proposals shall provide a straightforward and concise proposal description. Emphasis shall be placed on clarity and content.

Proposal Withdrawal Procedure

A Proposal may be withdrawn at any time until the date and time set above for opening of proposals. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer to provide the specifications set forth in the proposal, until the successful proposal(s) is/are accepted and a contract has been executed between the City and the successful Proposer(s).

Proposal Expiration

A Proposal shall be valid for four (4) months from the RFP due date. A proposal that is accepted by award will be incorporated into the contract.

General Reservation of City Rights

The City of Chattanooga may contact any firm for the purpose of obtaining additional information or clarification.

General Terms

Any contract resulting from this Request for Proposal will be subject to the City of Chattanooga's Standard Terms and Conditions posted at:

http://www.chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf

Exceptions to City of Chattanooga Standard Terms and Conditions

Label a separate response section detailing any exceptions to the (a) RFP and/or to the (b) City of Chattanooga Standard Terms and Conditions as posted at:

http://www.chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf

The City of Chattanooga Standard Terms and Conditions will apply to any agreement resulting from this solicitation. Only exceptions that are specified within a solicitation response submission packet will be considered for potential negotiation by the City. Negotiation is not guaranteed.

Format Required: Please isolate and reference the specific Section of the City of Chattanooga Standard Terms and Conditions to which an exception is taken, and provide alternative language for that specific section. Please do not simply provide a full replacement Terms and Conditions document.

Failure to include any desired exceptions within a solicitation response submission packet may result in disqualification of a solicitation response.

Failure to include any desired exceptions in the format required may result in disqualification of a solicitation response.

Solicitation preparation costs are not compensable.

Contract Administration Activity

The Proposer will be expected to provide periodic reporting and/or attend Contract Administration meetings, as described in this document or as otherwise required by the City Purchasing Division.

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CHECKLIST OF REQUIRED SUBMISSION MATERIALS:

Upon opening, proposals will be examined for the presence of these required materials and **may be rejected** if **all** items, completed as asked, are not included:

1. **Sealed Envelope or Box** - exterior surface MUST be labelled with “**RFP 190691 Merchant Services Provider**” and proposer name, address, and phone #
2. Complete Proposal Response Narrative - must address Scope of Work and Proposal Response portions of this document.
3. **TABBED sections as follows:**
 - a. TAB 1 Firm’s Cover Letter, Signed by Authorized Person
 - b. TAB 2 Any and all exceptions to the RFP and/or City of Chattanooga Standard Terms & Conditions; MUST be submitted with response to be considered
 - c. TAB 3 PROPOSAL RESPONSE NARRATIVE
 - d. TAB 4 Appendix A Cost Summary and Appendix B Template
 - e. TAB 5 VENDOR INFORMATION requested on pages 7 and 8
 - f. TAB 6 ALL Forms below under #4:
4. **Completed, dated, and signed forms that **MUST** be present with submittal:**
 - a. Completed and signed RFP cover page providing contact for RFP
 - b. Proposer Qualification Data Form
 - c. W-9
 - d. Supplier Information Form
 - e. Experience Reference Form(s)
 - f. Iran Divestment Act Form
 - g. Affirmative Action Plan Form
 - h. No Contact/No Advocacy Affidavit (**MUST be notarized**)
 - i. Any and all signed **Addenda cover pages** from Addenda documents posted to www.chattanooga.gov, then Bids Solicitations, related to this solicitation item. These postings may occur up to 48 hours before the RFP due date/time. For addenda posted in the last ninety-six (96) hours before the due date/time, properly identified, signed addenda cover pages to

accompany proposals that have already been shipped will be accepted by e-mail to dmkeylon@chattanooga.gov.

OMISSION OR INCOMPLETE SUBMISSION OF ANY REQUIRED FORMS MAY RESULT IN THE DETERMINATION THAT THE PROPOSAL IS UNRESPONSIVE AND SUBSEQUENT REJECTION OF THE PROPOSAL.

[SPACE IS INTENTIONALLY LEFT BLANK]

PAYMENT OF SERVICES

1. The City will make payment according to the City's policies and procedures, after contract execution.
2. Invoices
 - a. Accurate and complete Invoices, with all backup documentation, shall be submitted to:

City of Chattanooga
Attn: Accounts Payable Division
101 East 11th Street, Suite 101
Chattanooga, TN 37402
acctspayable@chattanooga.gov

With a copy to smorris@chattanooga.gov; and rlong@chattanooga.gov

- b. Contractor's Invoice must list a valid Email Address for billing questions and inquiries.
- c. Contractor's Invoice Date must minimally be the date that the Invoice is submitted to the City. The Invoice Date must not precede submission date, the Ship Date or Service Date.
- d. Invoice descriptions on transaction lines must match the Blanket Purchase Order transaction line items, and must reference the corresponding transaction line number. The Contractor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- e. Invoices to the City shall reference the Purchase Order number.
- f. Invoices must be received by the City within two (2) weeks of the completed quoted work, with emphasis on earlier submission.
- g. Any Contractor invoice that is incomplete, inaccurate, or otherwise unable to be processed will not be considered valid or procedurally compliant.
- h. Revised Invoices - must be clearly marked "Revised", and must reference the Invoice Number that it is replacing.

Appendix A:
Proposal Cost Summary Form

The undersigned, being familiar with the requirements of The City of Chattanooga Request for Proposal for a Tax Billing and Collection System, proposes to furnish products and services to The City in accordance with that request.

The summary below reflects projected cost for The City for the Tax Billing and Collection System and implementation. Supporting detail must be attached in the form of a catalog or a line item detail describing hourly rates, projected expenses, software and hardware expenses, annual support and maintenance, discounts along with any other details that will lead to a clear understanding of the proposal. This proposal cost summary will be used in the establishing of a blanket contract, which will define the continued support and services of the proposed implemented solution.

Item	Cost
Software Licensing/Subscriptions	
Consulting Services	
Technical Support Services	
Training Services	
Annual Maintenance and Support	
Product Cost	
Other Costs (Describe)	
Total	

Additional pages may be used if needed

Appendix B: Pricing Template

Number	Element	Description	Price		Per Unit
1	Fees for card transactions	<p>The charge for processing one-time and recurring credit card transactions</p> <p>This includes successful, declined, and cancelled payments.</p>	Monthly Volumes	Price	Transaction
			0 – 25,000		
			25,001 – 50,000		
			50,001 – 100,000		
			100,001 – 250,000		
			250,001 – 500,000		
			500,001 – 1,000,000		
			> 1,000,000		
2	Fees for ACH transactions	<p>The charge for processing one-time and recurring eCheck transactions</p> <p>This includes successful, declined, and cancelled payments.</p>	Monthly Volumes	Price	Transaction
			0 – 25,000		
			25,001 – 50,000		
			50,001 – 100,000		
			100,001 – 250,000		
			250,001 – 500,000		
			500,001 – 1,000,000		

			> 1,000,000	
3	Fees for Web or IVR	The per transaction surcharge for a payment using Web or IVR in addition to the processing fees		Transaction
4	Chargeback	Fees and pricing structure		Transaction
5	Administration Payments	Any per transaction surcharge not included above in addition to the processing fees		Transaction
6	Implementation Fee	Implementing applications		One-time
7	IVR Minutes	Any charge for telecommunication fees for using IVR		Minute
8	On-site Training	Pricing for training done on-site. Standard pricing to include any required remote training.		One-time
9	Development Surcharge	Any custom development charges or custom client integration not included in standard pricing and would be quoted separately		Hour
10	Monthly minimum transaction fee	Monthly minimum charges if total charges does not		Month

		exceed a minimum amount																				
11	Merchant processing / interchange fees	Percent markup per transaction by card type	<table border="1"> <thead> <tr> <th>Card</th> <th>%</th> <th>Limits</th> </tr> </thead> <tbody> <tr> <td>Amex</td> <td></td> <td></td> </tr> <tr> <td>Debit Card</td> <td></td> <td></td> </tr> <tr> <td>Discover</td> <td></td> <td></td> </tr> <tr> <td>MasterCard</td> <td></td> <td></td> </tr> <tr> <td>Visa</td> <td></td> <td></td> </tr> </tbody> </table>	Card	%	Limits	Amex			Debit Card			Discover			MasterCard			Visa			Transaction
Card	%	Limits																				
Amex																						
Debit Card																						
Discover																						
MasterCard																						
Visa																						
12	Minimum consumer markup fee	Minimum fee charged to consumer per transaction		Transaction																		
13	Other fees	Other fees not described herein																				
14	New ID Implementation	Cost of implementing a new merchant ID post contract effective date																				

Appendix C:

Software Standard Requirements

The items set forth below are intended to be informational and provide a minimum list of expected requirements for any software product. It is not exhaustive and is not intended to serve as a contract or a replacement for or exhibit to the City Purchase Order Standard Terms and Conditions. It would be expected that the items on this checklist would be incorporated into a contract or exhibit to the City's Standard Terms to be agreed upon and signed by the contracting parties.

Definitions

- **API:** Application Program Interface; functions and procedures available to developers by which certain software functions may be automated.
- **COTS:** Commercial, Off-the-Shelf software. This refers to software packages purchased from the vendor by the City of Chattanooga as opposed to custom software written for the City of Chattanooga (either by a vendor or Applications Development).
- **Geocoding:** A method by which a street address is converted to information for mapping or other geolocation purposes.
- **LTS:** A Long-Term Support version of a given software package. Vendors sometimes alternate between LTS and non-LTS version; LTS should be selected for enterprise use in most cases.
- **No SQL:** A non-relational DBMS. This format is increasing in popularity at the time of this writing.
- **SME:** Subject-Matter Expert; an end-user that is exceptionally well versed in a particular software package, prepared for and available to provide guidance to his or her peers.

Purpose

This document should serve as a guide for the selection, purchase, and implementation of Commercial Off-the-Shelf (COTS) software, as well as any custom software developed for or by the City of Chattanooga.

Scope

This procedure applies to all DIT staff who make decisions with regard to the purchase of COTS software, and DIT partners who seek to purchase and use COTS software. Likewise this applies to custom-developed software created for or by the City of Chattanooga

Responsibility

Any City of Chattanooga staff member, whether a member of the DIT or not, who is involved in the decision-making process for the purchase and selection of COTS software or custom-developed software created for or by the City of Chattanooga.

Policy

- Business Rules

Users should be able to create, read, update and delete data for the purpose of property tax billing.

- Database Systems:

COTS software must use an approved Database Management System (DBMS) from the following list, based upon what is currently in use at the City of Chattanooga and what is regarded as acceptable industry-wide for enterprise use: Microsoft SQL Server, Oracle MySQL/MariaDB, PostgreSQL, NoSQL (MongoDB/Cassandra).

- Data:

- Data Access:

- Vendor must provide an industry-standard method of accessing stored database information:
- Vendor must provide documentation of methods;
- Vendor must provide reasonable support for said methods.

- Data Ownership:

- Data belongs to the City of Chattanooga.
- Provider does not acquire any rights or licenses to use the data for its own

purposes by virtue of the transaction.

- Provider is obligated to return the City's data in both the Provider's format and in a platform-agnostic format.
- Provider does not acquire or may not claim any security interest in the data.

- Upgrades:

- Database as provided must be the current production/LTS version of the DBMS or its -1 version. Vendor should agree to database upgrades as follows:

- A new DBMS release is deemed "current" when it has been in production release for 180 days;
- Upon designation of a new "current" version, the previous "current" version becomes Current -1;
- The previous Current -1 goes into a 270-day countdown period, by the end of which vendor should make available the current version.

- Hosting: *(also refer to Appendix D: Cloud/Hosted Solution Standards)*

- Software must be hosted by vendor or approved alternative. Hosting agreement must include:

- Technical Support

- Test instance(s)

- One (1) or more as deemed necessary;
- Regular clones from production instance to test instance(s) must be provided;
- A mechanism by which an additional test instances can be requested, should be provided.

- Interfaces

- Vendor should provide accessible interface "hooks" via tools such as APIs and/or web services;
- Vendor should provide reasonable access for DIT personnel.

- Support:

- Technical Support

- Issues relating to network and client devices (desktops, laptops, tablets, etc.) shall be provided by DIT when relevant;
- The software vendor and/or a third-party vendor must provide other

forms of technical support.

- Functional Support
 - Vendors should provide access to an online user community supported by and/or participated in by vendor representatives;
 - Vendor must provide an avenue for functional support, whether through said vendor or an approved third-party.
- Maintenance:
 - Vendor to provide patching schedule and version upgrade roll out;
 - Standard managed services.
- Training:
 - Vendor Commitment:
 - Vendor to provide training material for all software versions;
 - Vendor should provide release notes for new versions or patches including pushed notifications for security related fixes.
 - Vendor to provide at minimum “train the trainer” sessions during initial installation and as needed after major upgrades.
- City Departmental Partner Commitment:
 - Sponsoring partner must designate an appropriate number of SMEs (based upon planned user base);
 - Partner shall provided for initial and ongoing training of said users including, but not necessarily limited to:
 - In-person, instructor-led online, or CD/DVD based-training;
 - Periodic attendance of user groups and conferences.
 - Partner shall name replacements and/or new SMEs when necessary and provide for their training.
 - Sponsoring partner must provide for and agree to an internal methodology by which end-users may contact SMEs for education and issue resolution.
 - Sponsoring partner must designate one or more SMEs to act as liaisons to vendor support if required by vendor.

Appendix D:

Cloud/Hosted Solution Standards

The items set forth below are intended to be informational and provide a minimum list of expected requirements for any cloud-based product. It is not exhaustive and is not intended to serve as a contract or a replacement for or exhibit to the City Purchase Order Standard Terms and Conditions. It would be expected that the items on this checklist would be incorporated into a contract or exhibit to the City's Standard Terms to be agreed upon and signed by the contracting parties.

User Licenses

- Specify the quantity of licenses provided to cover the number of users.
- User license types (Concurrent or Seat).
- Renewal options (Subscription or Maintenance).
- Are user licenses transferable?

Service Level Agreements

- Identify the amount of guaranteed "uptime".
- Describe the process and timeline for dealing with "downtime".
- Describe the consequence for any failures (including credits, etc.).
- Notification process of outages and resolution.
- Service package offerings for support (Silver, Gold, Platinum).
- Patch testing to be performed in Test environment with designated City Staff for sign-off and approval.

Data Management

- Data to be hosted and managed by Provider.
- If Test environment is provided - must be maintained and kept current with production.
- What options are available for pulling and pushing data (API, Web services, Database access)?

Ownership of Data

- Data belongs to the City.

- Provider does not acquire any rights or licenses to use the data for its own purposes by virtue of the transaction.
- Provider is obligated to return the City's data in both the Provider's format and in a platform-agnostic format.
- Provider does not acquire or may not claim any security interest in the data.

Data Retention

- Provider to retain all City data consistent with City Retention requirements and all local, state and federal laws.
- Provider to destroy all City data on provider's server within thirty (30) days of written request by the City.

Location of Data

- Location and process that the data is stored and backed up.
- Backup should be stored in multiple physical locations for disaster recovery purposes

Certifications for specific information types

- Provider to produce any required certification for specific data/information types (e.g. PHI, CJI, etc.).
- Provider to identify any special requirements or restrictions for particular information or data types (e.g. if a separate agreement must be entered to store PHI).

Data Accessibility

- Vendor should provide a methodology by which the City can access the data via scheduled ETL (extract, transform, and load) processes.

Data Security

- Provider to specify the specific independent security standard utilized by the Provider.
- Provider to provide an audit (SSAE).
- IT to obtain and review the appropriate audit report before contracting.
- Provider to provide notice of security/data breaches immediately upon learning of such a breach. This notification is in addition to any breach notification requirements set forth in local, state or federal law. How will notifications be provided?

- Logging capabilities that will be available.

Emergency Security Issues

- Describe the objective standard that applies to emergency suspension of services and include a materiality component or similar threshold.

Data Privacy

- Provide a privacy policy that describes the different types of information collected; how it is used, disclosed, and shared; and how the provider protects the information.

Data Encryption

- Provide the encryption of data in both transmission and storage (“at rest”) and explain the encryption standards applied.
- Provide the level of encryption.

Data Redundancy

- Explain the data backup practices, including the frequency of the data backup as well as ongoing access to the data or the delivery of such data to the City.
- Provide any redundant paths.

Data Conversion

- Provider to identify whether any data conversion must take place in order to make the software available to the City and at termination of the agreement in order to return data to the City.
- Provider to provide cost estimates for any hourly rates that may apply to such conversion.
- The cost of any initial data conversion must be included in the initial fee schedule or invoice.
- Conduct appropriate testing to verify the simplicity of the provider’s mapping scheme.
- Data conversion should include all historical data to support collection of delinquent amounts by year.

Cyber Security Insurance

- Provider to identify whether it carries cyber security insurance.
- Provider to add the City as an additional insured to any cyber security policy and provide a certificate of insurance naming the City as an additional insured.

Electronic Discovery (e-discovery)

- Identify the format in which data will be produced in the event of a discovery request.
- Identify tools are available to access City data in the event of an e-discovery need.

Suspension of End User Accounts

- Suspension of end user accounts for violations of AUP or terms of service are limited to material violations or violations that significantly threaten the security or integrity of the Provider's system. With "material" and "significant" to be clearly defined.

Suspension and Termination of Service

- Provider to identify the events or conditions that would allow for suspension or termination of services
- Provider must provide a minimum 60 days advance notification of suspension and termination of services.
- Provider must identify the basis for the suspension or termination.
- Provider must give adequate time for the City to make arrangements for migration of its data and the identification of a new service provider.
- Provider must ensure the data remains available to the City, in a usable format, for a specified period of time following a termination.
- Regardless of the reason for the termination, Provider must return the data to the City in an agreed upon format within 30 days of termination.
- If suspension is due to Provider fault, no payment will be made for the period of suspension or Provider will credit the City for any days when the service is suspended.

Warranty

- Provider to warrant that the service conforms to and will perform to in accordance with its specifications and that it does not infringe on any third-party intellectual property rights.

Incorporation of URL Terms

- While it may be reasonable to deal with technical standards and guidelines or other "non-legal" matters elsewhere, all legal terms must be included in the contract itself or attached as an Exhibit.
- Provider must provide direct, individual notice sufficiently in advance of the effective date of

any amendments to incorporate terms, along with the right to terminate if such amendments are unacceptable or materially detrimental to the City's interests.

[SPACE IS INTENTIONALLY BLANK]

PROPOSER QUALIFICATION DATA

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached.

1. Company Name of proposer (Please list official name, and any and all “doing business as” names, if any, associated with the company):

2. Proposers federal tax identification number: _____ (*Attach Form W-9*)

3. The proposer is organized as a (specify type of entity, e.g. sole proprietor, partnership, for profit corporation, non-profit corporation, limited liability company, etc.)

4. The date the proposer was organized in its current form:

5. If a corporation or limited liability company, the state where it is formed:

6. Is your company registered with the Tennessee Secretary of State?

- a. YES
b. NO - Please explain

7. How many years have you been engaged in the business described in this solicitation, under your present firm or trade name:

8. Describe any pending plans to reorganize or merge your organization.

9. Have you or any officers and/or directors of your company ever been debarred or suspended by a government from consideration for the award of contracts?

a. YES - Please list the contract party, and explain

b. NO

10. Have you or any officers and/or directors of your company ever been disqualified, removed, sued, or otherwise prevented from proposing on or completing any contract?

a. YES - Please list the contract party, and explain

b. NO

11. Have you or any officers and/or directors of your company ever been charged with liquidated damages on a contract?

a. YES - Please list the contract party, and explain

b. NO



City of Chattanooga Supplier Information Form

Business Name: _____

PO Address: _____

Remittance Address: _____

If your business Tax Filing Status is Individual/Sole Proprietor or a Partnership and you provide a service to the City of Chattanooga, you will be issued a 1099 Form for the preceding Tax year. Please indicate which address you wish your document sent to if applicable:

1099 Address: _____

Contact Name: _____

Primary Phone Number: _____

Primary Fax Number: _____

Primary Email: _____

Are you Providing: (Check All That Apply)

- | | | | |
|---------|--------------------------|--------------|--------------------------|
| Service | <input type="checkbox"/> | Construction | <input type="checkbox"/> |
| Goods | <input type="checkbox"/> | | |
| Both | <input type="checkbox"/> | | |

Vendor Type (Must be Marked-Check All That Apply)

- | | |
|--|--------------------------|
| MBE-Minority Business Enterprise | <input type="checkbox"/> |
| WBE-Woman Business Enterprise | <input type="checkbox"/> |
| SDVBE-Service Disabled Vet Business Enterprise | <input type="checkbox"/> |
| LGBTE-LGBT Business Enterprise | <input type="checkbox"/> |
| None of the Above | <input type="checkbox"/> |

Preferred Payment Method

- | | |
|-------|--------------------------|
| Check | <input type="checkbox"/> |
| ACH | <input type="checkbox"/> |

ACH-Please provide remittance notice email and complete Separate City ACH Authorization Form:

Authorized Representative Signature

Print Name

Date

Experience Reference Form

Offeror Name: _____

(Attach as many copies of this form as may be needed)

Reference

Name of Project: _____

Location: _____

Service Date Range:

Firm Name for Contact Person: _____

Name of Contact Person: _____

Telephone Number for Contact Person: _____

Email Address (required): _____

Reference

Name of Project: _____

Location: _____

Service Date Range:

Firm Name for Contact Person: _____

Name of Contact Person: _____

Telephone Number for Contact Person: _____

Email Address (required): _____

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

Vendor Disclosure and Acknowledgement

By submission of this bid, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to § 12-12-106.

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

For more information, please contact the State of Tennessee Central Procurement Office,

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer."
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.

- c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
 6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)

No Contact/No Advocacy Affidavit
City of Chattanooga, Purchasing Division

State of _____
County of _____

_____ (agent name), being first duly sworn, deposes and says that:

- (1) He/She is the owner, partner, officer, representative, or agent of _____
_____ (business name), the Submitter of the attached sealed solicitation response to Solicitation #_190691 Merchant Services Provider_;
- (2) _____ (agent name) swears or affirms that the Submitter has taken notice, and will abide by the following No Contact and No Advocacy clauses:

NO CONTACT POLICY: After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.

Submitter Signature: _____ Printed Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2____.

Notary Public: _____

My commission expires: _____

[NOTARY SEAL]