



City of Lacey, Washington

Request for Proposals

Merchant Credit Card Processing and Payment Gateway Services

Issued: February 8, 2021

Proposal closing: March 12, 2021

Submit Proposals to:

City of Lacey
Attn: Kristy Wolf
420 College St SE
Lacey, WA 98503

SECTION 1 – GENERAL INFORMATION

NOTICE: Notice is hereby given that proposals will be received by the City of Lacey, Washington, to provide merchant **credit card processing and payment gateway services** by filing with the City at the above location.

BRIEF SCOPE OF SERVICES (ADDITIONAL DETAIL LISTED IN ATTACHMENT “A”):
The City is seeking proposals from qualified organizations to provide merchant credit card processing and payment gateway services for over the counter payments. The solution should improve the City’s ability to efficiently and accurately conduct various types of credit card transactions, manage financial information and allow for integration into existing City operations, interact and interface with the existing City computer systems (CentralSquare Technologies and Invoice Cloud online bill payment portal), improve workflow, maintain data integrity, and provide point-of-sale chip readers. The services shall be provided in accordance with all applicable card transaction security rules and regulations including payment card industry and data security standards (PCI DSS) compliance, all laws, and any other governing authority requirements as may apply.

RFP SCHEDULE:

(These dates are estimates and subject to change by the City)

Event	Date
RFP Release	February 8, 2021
Service Provider Questions Due	February 22, 2021 at 4pm
Responses to Service Provider Questions	February 26, 2021
Proposal Responses Due	March 12, 2021 at 4pm
Finalist Demonstrations	March 29, 2021 – April 2, 2021
New Contract in Place	April 23, 2021
Services Start	May 31, 2021

DURATION OF SERVICES:

The term of the awarded contract will be for five (5) years.

Prior to the expiration of the term of the awarded contract, or any renewals or extensions thereof, the City may, in its sole discretion, renew the contract for a single period of two (2) years, with the same terms and conditions.

QUALIFICATIONS: The Service Provider is required to have the following qualifications:

1. Strong expertise, knowledge and/or experience in requested service(s).
2. The ability to integrate with current software providers, CentralSquare Technologies systems and Invoice Cloud online bill payment portal.

3. Must be a Certified Integrator with CentralSquare Technologies Fusion Web Services or have experience with direct integration with CentralSquare Technologies Naviline Software.
4. Must disclose if using third-party vendors.
5. The ability to provide all cash postings in Pacific Time.
6. Provide EMV chip reader terminals for over-the-counter merchant credit card processing.
7. Any Service Provider submitting a proposal must have an existing relationship with the current proprietary application vendor, CentralSquare Technologies, in order to meet project requirements on integration.
8. Integration requires Service Provider must communicate and coordinate with existing utility and cash receipt application vendor (CentralSquare Technologies) and utility payment web interface vendor (Invoice Cloud). The Service Provider shall make them aware of this project, assure a firm partnership, provide detailed statement of work between the two organizations and vendor applications to meet the integration requirements so as not to hinder the overall project, providing details of timelines, cost of the integration, and associated penalties.
9. Anyone submitting a proposal must have been providing these services for a minimum of two (2) years and must show evidence of a minimum of two (2) years of similar work experience.
10. Must have deployed to a minimum of 10 utility providers.
11. Support multiple payment methods including e-check, all major credit card types (Visa, MasterCard, Discover, etc.).
12. Support the credit card processing terminal's settlement from the existing CentralSquare Technologies cash receipt software only.
13. The Service Provider must have single point of contact for resolving all technical and non-technical issues during and after the implementation of the solutions. The Service Provider will be responsible to communicate with any required third party to mitigate the problem.
14. On any payment reconciliation issue, the City will communicate with the Service Provider as a single point of contact. If there is any third party involved, it will be the responsibility of the Service Provider to communicate and mitigate the issue

with third party. The City shall not communicate with any third party on any payment/account reconciliation.

15. Must provide the city with workflow diagram with description of all the functioning part of the solutions that interact/interface with City of Lacey.

16. Must agree to follow the City of Lacey IT Department's firewall and security policies and rules. Connections and access to the City-owned systems will controlled by the City of Lacey.

SUBMITTAL REQUIREMENTS: Responses to this Request for Proposal (RFP) must include the following:

- Requirements are listed under Attachment A – Scope of work.
- A completed and signed RFP Proposal Form
- A completed and signed Service Provider Questionnaire
- A written contract which is proposed to be executed

REQUIRED NUMBER OF PROPOSALS: Five (5) spiral-bound proposal copies and one electronic copy (disc or USB stick) must be received by the proposal due date and time. The City at its discretion may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures by authorized personnel, on all documents that require an authorized signature.

EVALUATION PROCEDURES: Service Providers are encouraged to be creative in responding to this RFP; proposing alternative in addition to a traditional service delivery model. Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Service Provider's proposal and how well the proposal meets the needs of the City. In evaluating the proposals, the City will be using a criteria evaluation process.

EVALUATION CRITERIA: Each proposal will be evaluated on four (4) criteria. Only the basic required services will be evaluated by this method. Any optional services will be evaluated separately. The contract negotiations will begin with the organization with the highest net total.

The four criteria will be weighted according to the following allocations:

1. Responsiveness and completeness of the Proposal. _____ (15 points maximum)
2. Technical ability, reputation, and experience of the organization. _____ (15 points maximum)

3. Ability to meet the requirements outlined in Attachment "A" – Scope of Work and evaluation of responses to the Service Provider questionnaire. _____ (35 points maximum)
4. Reasonableness of fees for services and other costs related to the delivery of services. _____ (35 points maximum)

QUESTIONS: Questions regarding this project may be directed to the RFP coordinator via e-mail at kwolf@ci.lacey.wa.us. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

Any questions will be answered in writing, and sent to the other Service Providers responding to this RFP via e-mail.

CODE OF CONDUCT – COMPETITIVE SOLICITATIONS:

Definitions:

- Solicitations: method of acquiring goods, services, and construction for public use in which offers are made to the City between two or more sources. Typical documents used by the City are titled: Invitation to Bid, Invitation to Quote, Request for Proposals, Request for Qualifications, Request for Information, or any other method of obtaining competitive offers.
- Blackout Period: The period between the time a solicitation is issued by the City and the time the city awards the contract.
- Lobbying: The attempt to persuade or influence any City employees, officials, or representatives responsible for reviewing, evaluating, ranking or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to Service Providers in such solicitation.

Conduct of Participants: After the issuance of any ***solicitation***, all bidders, proposers, contractors, Service Providers or individuals acting on their behalf are hereby prohibited from ***lobbying*** any city employee, official or representative at any time during the ***blackout period***.

Sanctions: The City may reject the submittal of any bidder, proposer, contractor and/or Service Provider who violates the policy set forth herein.

REJECTION OF PROPOSALS: The City reserves the right to reject any and all Proposals and to waive irregularities and informalities in the submittal and evaluation

process. This RFP does not obligate the City to pay any costs incurred by Service Providers in the preparation and submission of their Proposals. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

RFP ADDENDA: The city reserves the right to change the RFP schedule or issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. In the event the City finds it necessary to revise any part of this RFP, the City will issue the addenda via email to all Service Providers that the original RFP was issued to.

PROPOSAL MODIFICATION & CLARIFICATIONS: The City reserves the right to request that any Service Provider clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

EXCEPTIONS: If Service Provider(s) takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified on the RFP Proposal Form. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted on the RFP Proposal Form under "Exceptions". Such exceptions shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception.

PROPOSAL VALIDITY PERIOD: Submission of a proposal will signify the Service Provider's agreement that its proposal and the content thereof are valid for 120 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the contract that is negotiated between the City and the successful Service Provider.

RESPONSE FORMAT: Proposals should be prepared simply, providing a straightforward concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP.

Service Provider proposals must be submitted in the format specified below. Service Providers that deviate from this format may be deemed non-responsive. Faxed proposals will not be accepted.

COMPLETENESS OF PROPOSAL: The Service Provider must submit a completed RFP Proposal Form (included in this RFP) signed by a Service Provider representative authorized to bind the proposing company contractually.

PROPOSAL RESPONSE DATE AND LOCATION: Proposals must be submitted no later than 4:00pm on March 12, 2021. All proposals and accompanying documentation will become the property of the City and will not be returned. Service Providers accept all risk of late delivery of mailed proposals regardless of fault.

PROPOSAL SIGNATURES:

- An authorized representative must sign proposals, with the Service Provider's address, telephone number, and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address, email address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name, email and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name, email and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

CONTRACT NEGOTIATION: The City reserves the right to negotiate with the highest ranked firm that, in the opinion of the City has submitted a proposal that is the "best value" to the City. In no event will the City be required to offer any modified terms to any other firm prior to entering into an agreement with a Service Provider and the City shall incur no liability to any Service Provider as a result of such negotiation or modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but not be limited to, matters such as:

- Contract details
- Contract payment details
- Service requirements
- Minor changes to the scope of services

CONTRACT AWARD: The City reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Service Provider can offer.

The general conditions and specification of the RFP and the successful Service Provider's response, as amended by Contract between the City and the successful Service Provider, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the City will verify Service Provider representations that appear in the proposal. Failure of a Service Provider to perform services as represented may result in elimination of the Service Provider from further competition or in Contract cancellation or termination.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected Service Provider fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked Service Provider. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

The City further reserves the right, at its sole option, to award more than one contract or split a contract among multiple Service Providers.

SECTION 2 - TERMS & CONDITIONS

EQUAL OPPORTUNITY EMPLOYMENT: The successful Service Provider or Service Providers must comply with the City of Lacey's equal opportunity requirements. The City of Lacey is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability or sexual orientation.

TITLE VI: It is the City of Lacey's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

INSURANCE REQUIREMENTS: The selected Service Provider, or Service Providers, shall maintain insurance that is sufficient to protect the Service Provider's business against all applicable risks, as set forth in the City's Standard Insurance Requirements Attachment "B". Please review insurance requirements prior to submitting a Proposal. If selected Service Provider is unable to meet these standard requirements, please note current or proposed insurance coverage in submittal as an Exception. Standard requirements may be negotiated if it is in the best interest of the City.

INDEMNIFICATION: The Service Provider shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them because of the Service Provider's failure to provide compensation coverage or liability coverage.

BUSINESS REGISTRATION AND TAXATION: The Service Provider or Service Providers awarded the contract will be subject to the City of Lacey Business Registration and Business Taxation as presented in the City of Lacey Municipal Code. Questions about the City's Business and Occupation Tax (B&O Tax) should be directed to the City's Finance Department at (360) 491-3212.

NON-ENDORSEMENT: As a result of the selection of a Service Provider to supply products and/or services to the City, Service Provider agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

NON-COLLUSION: Submittal and signature of a Proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Service Provider has not induced or solicited others to submit a sham offer, or to refrain from proposing.

CONFLICT OF INTEREST: Conflict of interest means that because of other activities or relationships with other persons or entities, a person or entity:

1. Is unable or potentially unable to render impartial assistance or advice to City of Lacey; or
2. Is or might be otherwise impaired in its objectivity in performing the contract work;
or
3. Has an unfair competitive advantage.

As part of this submittal, it is required to disclose all relevant facts concerning any past, present or currently planned interests, activities, or relationships that may present a conflict of interest. Service Providers shall state how their interests, activities, or relationships, or those of elected officials or employees, or any proposed Service Provider, Sub-Service Provider at any tier, Contractor, or Subcontractor at any tier may result, or could be viewed as, a conflict of interest prior to or in the submittal, in accordance with City policy. Identification of possible conflicts does not preclude the Service Provider from being considered; however, a mitigation plan would likely be necessary.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Service Provider or Service Providers ultimately awarded a contract shall comply with Federal, State and Local laws, statues and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes and similar subjects.

OWNERSHIP OF DOCUMENTS: Any reports, studies, conclusions and summaries prepared by the Service Provider shall become the property of the City.

CONFIDENTIALITY OF INFORMATION: All information and data furnished to the Service Provider by the City and all other documents to which the Service Provider's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

PUBLIC RECORDS: Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the

“documents”) become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the City within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

ATTACHMENT “A” – SCOPE OF WORK

POINT-OF-SALE (POS) TERMINAL REQUIREMENTS:

The successful Service Provider will furnish and install all applicable software and equipment, and provide services related to the installation and optimization of the system, subsystems, and other ancillary devices described by this RFP. Proposals must describe all software components, hardware components, services, and tasks required to implement a working, fully functional system. Any and all components – whether hardware or software – required to make the system usable and fully operational that are not described in the proposal documents as being necessary, shall be provided at Service Provider’s expense.

1. The Service Provider point-of-sale terminal software must support the following functions and integrate with the City’s utility billing and cash receipt software:
 - a. Transaction processing for Visa, MasterCard, and Discover.
 - b. Must support at least minimum of two (2) merchant codes. One for utility payments and the other for miscellaneous governmental payments.
 - c. Automatic capture of payment details into the current cash receipt software.
 - d. Must support void and refund from current cash receipt software.
 - e. Dual-copy receipt using the current cash receipt printer.
 - f. Display complete decline notification message to the current CentralSquare Technologies cash receipt software.
 - g. Rejection detail for non-authorized transactions to the current software.

2. The credit card payment terminal for credit card transactions will have at a minimum:
 - a. EMV Chip reader with data entry keypad and display.
 - b. Work with our existing receipt printer.
 - c. Must connect to the workstation with Ethernet network or USB media. If using Ethernet network, it will require the use of a physical network cable to connect to the network. No Wi-Fi or Bluetooth connectivity will be facilitated for the terminal device.
 - d. Most recent security features, including end-to-end SSL encryption.

3. Additional Requirements
 - a. Storage of payment detail and summary records for a minimum of two (2) year.
 - b. System availability seven (7) days per week, 24 hours per day including holidays.
 - c. POS training and support to the end user.
 - d. Toll-free problem resolution number for the terminal operation.

4. Settlement Proceeds Requirements:
 - a. Service Provider solution should be integrated with the current City of Lacey utility and cash receipt software, so that City of Lacey can use their own

settlement process. City of Lacey will not import, download, process or view external reports for settlement.

- b. Settlement will be initiated from the City's own CentralSquare Technologies cash receipt software. It should not have separate settlement from the point-of-sale terminal and/or any other web portal.
- c. The Service Provider needs to explain their process in place to handle Non-Sufficient Fund (NSF) transactions.

SECURITY REQUIREMENTS:

1. The contract will require adherence to Payment Card Industry Data Security Standard (PCI DSS). The Service Provider must include acknowledgement of responsibility for the security of cardholder data and provide validations of PCI compliance. A link to the certification and/or a hard copy of the compliance certification must be provided.
2. The agreement will require "Red Flag" mandate compliance. The successful Service Provider must develop and implement an Identity Theft Prevention Program to include reasonable policies and procedures for detecting, preventing, and mitigating identity theft.
3. What would be the Service Provider's response to security breaches or loss of information? Please provide a comprehensive review of the Service Provider's internal and external security procedures.
4. What would be the City's liability in the event of a security breach, loss of data, or default by the payment card service provider or third-party portal?

DISASTER RECOVERY REQUIREMENTS:

1. The Service Provider will be required to provide a description of disaster recovery plans that are in place while dealing with our data, transactions in the event of communication links or if a power failure or downtime due to maintenance takes place.
2. The Service Provider will be required to provide the retention period of the data and transaction information that will be kept in their premises.
3. Must provide a road map in the event of any system or third-party system failure.

ROLES AND RESPONSIBILITIES:

The following is a high-level overview of the expected roles and responsibilities for Service Provider:

1. Service Provider will fully test each release prior to placing a new version in a test environment, where the utility will perform testing, to ensure functionality.

2. Provide 24/7 support for critical issues as identified by the utility, with a minimum of 1-hour turnaround time for acknowledge and resolution intentions of critical issue.
3. Service Provider will oversee integration with required utility systems and payment processor
4. Service Provider is expected to be ready to go live in three (3) to six (6) months of project start date. This deadline should be included in the scope of work document.
5. After system go-live, provide ongoing support for needed enhancements, general questions, and other support to the utility with a specific turnaround time of 1 – 4 hours for acknowledge and resolutions of said items.
6. Provide training on system for the utility users and training materials for the utility customers.
7. Service Provider will schedule integration partner solution installations and roll out as part of the total project and manage such timelines to assure success, managing time and resources.

Service Provider's solution should have the facility to run during downtime of City of Lacey systems. Downtime includes nightly backup, software or hardware maintenance.

DEPOSIT REQUIREMENTS:

Background: Washington State code contains specific deposit requirements. Per State guidance, it is recommended that the credit card processor/merchant services provider settle funds directly into the City's Public Deposit Protection Commission (PDPC) approved bank account (RCW 39.58.080). However, if funds are not deposited directly into the City's PDPC approved account:

1. The receipting provider or payment facilitator should remit the funds to the City within twenty-four hours of receiving them through the card processing settlement procedure (RCW 43.09.240).
2. The receipting provider or payment facilitator should remit the funds to the City electronically rather than through the mail.
3. Daily cutoff at midnight Pacific Time.
 - a. All subcontractors will comply with the daily cutoff requirement.
 - b. All reporting must be consistent with the daily cutoff time.
4. All payments will be processed regardless of account status or amount owed.

UTILITY SERVICE REQUIREMENTS

Background: City of Lacey Utilities have approximately 27,000 Utility customers. The current average monthly credit card transactions is approximately 14,000 and the average monthly dollar volume is approximately \$900,000. The successful firm will:

1. Provide merchant credit card processing and in-person point-of-sale card readers that work with the City's current software systems for over the counter transactions.
2. Provide merchant credit card processing and payment gateway services integrated with the City's website and current software system for online processing.
3. Have an Interactive Voice Response system and merchant credit card processing that can be integrated with the City's current software system.

OPTIONAL SERVICES:

Interactive Voice Response (IVR) Payment Solutions:

Background: The IVR (Interactive Voice Response) payment system, the customer may pay their utility bill payment over the phone to avoid long wait. The Service Provider's IVR solution should be integrated with the city owned CentralSquare Technologies utility and cash receipt software.

1. Support IVR integration with current CentralSquare Technologies Naviline utility and cash receipt software either using the CentralSquare Technologies FUSION integration or directly integrating with CentralSquare Technologies Naviline Utility software.
2. Create real-time transaction in CentralSquare Technologies Cash Receipt software and must follow the cut-off time of the software to create a new Cash Receipt batch.
3. Must support Robocalling, outbound IVR calling to customers or other notifications such as text or email.
4. Must have the capability for the city to customize IVR content and add custom alert messages.
5. Must provide Toll-Free Phone Number for the customer.
6. Support IVR Voice Call/Response in multiple languages.

Online Utility Bill Payment Portal:

Background: The City of Lacey Utility Online portal will be offered to eligible residential customers. Customers may enroll at the online portal or in person at the utility. Once enrolled, customer can pay their utility bill online or setup auto pay using their Credit Card or Bank Account. The prospective solution Service Provider would be responsible for all programming and maintenance of the system. In addition, the utility customers must be able to remotely access the system to view account balances, generate electronic copy of their monthly bill and must be able to receive notifications of payment and account balances in near-real time.

In addition to the above, the online bill portal should comply with the following:

1. The entire portal must use SSL encryption and the Service Provider should maintain the renewal and installation of the new SSL certificate before it expires.
2. The utility online portal must be integrated with the City of Lacey utility billing software either using FUSION or directly such a way that it will show real time account information to the customer.
3. Customers payments should create cash batch entry in CentralSquare Technologies Naviline Cash Receipt Software in real-time and must follow the cut-off time of the software to create a new Cash Receipt batch.
4. The portal should accept a one-time utility bill payment by the customer without the need of login to the portal.
5. Customer should be able to create their utility account easily without the help of an operator.
6. Customer should be able to enroll in paperless/paper bill and the portal should update CentralSquare Technologies Utility Account for that change in real-time.
7. The portal should have the option to notify customer on the pending balance before a specific number of days before the due day.
8. Customer should be able to see their historic account balance and payment details.
9. Customers should have access to an electronic copy of bill. The bill presentation should appear exactly the same as the City defined paper bill copy.
10. The portal should display consumption history to the customer for at least one (1) year. And notify customer if current consumption goes over a specific percentage of average consumption.

11. City staff should be able to login to the portal to view/change the customer account as it is shown to the customer and reset customer password if necessary.
12. City staff should be able to display customized alert message at the portal. And should be able to schedule maintenance page disallowing anyone from login to the portal.
13. The utility bill portal should be responsive on multiple device platform (Cell phone, Tablet and PC Browser).
14. This portal's theme should be customizable to formatting of the City of Lacey website.
15. The Service Provider should be able to register the sub-domain for the portal based on the City of Lacey web site domain.

Future Integration with Other City Payment Processes:

Background: The City of Lacey accepts credit card payments for other City functions including Parks and Recreation (CivicRec), Law Enforcement (CentralSquare Technologies), Animal Services (currently using Multi OPS, but will be implementing PetPoint), and Building Inspection (TRAKiT). While these functions currently use separate credit card services, the City will be considering migrating all services to a single provider.

Other:

Service Providers are requested to list any services or features that will be provided at no additional cost or the City should consider to enhance its customers' payment experience.

SUBMITTAL REQUIREMENTS:

QUESTIONNAIRE: Complete the questionnaire at Attachment “C”. The proposal should address the attached questionnaire providing any additional information deemed necessary to demonstrate your company’s ability to perform the require effort.

PRICING:

1. Per item pricing for routine processing of payments and per item pricing for any exceptions to routine processing
2. Any “set up”, one-time costs
3. An hourly quote for “changes’ in services provided
4. Any other pricing items relating to the Scope of Work above

INVOICING:

1. Payment of fees under this contract requires receipt of a separate detailed monthly invoice, Fees may not be netted with receipts.

OTHER CONSIDERATIONS:

1. Any suggestions for Process Improvement in regards to the services listed above.
2. List of Firms’ observed holidays
3. Specifications for Electronic Transfer: the successful firm must be able to securely transfer the daily file using a format compatible with the City’s Utility Billing software (currently CentralSquare Technologies Naviline Systems).

ATTACHMENT “B” – INSURANCE REQUIREMENTS

The Service Provider shall procure and maintain for the duration of this Agreement Insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Service Provider. Insurance shall meet or exceed the following unless otherwise approved by the City.

MINIMUM INSURANCE:

- Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
- Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto
- Stop Gap/Employer’s Liability coverage with limits not less than \$1,000,000 per accident/disease.
- Workers’ Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

ADDITIONAL INSURANCE:

- Service Provider’s Errors and Omissions or Professional Liability with limits not less than \$1,000,000 per claim and as an annual aggregate.
- Employee Dishonesty including an endorsement for third party coverage with limits not less than \$1,000,000 per occurrence and as an annual aggregate.

SELF INSURED RETENTIONS:

- Self-insured retentions must be declared to and approved by the City.

OTHER PROVISIONS:

- Commercial General Liability policies must be endorsed to:
 1. Include the City, its officials, employees and volunteers as additional insured,
 2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City.
- Contractor or its Insurance Agent/Broker shall notify the City of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers’ notification to that effect.

ACCEPTABILITY OF INSURERS:

Insurance shall be placed with insurers with a rating acceptable to the City.

VERIFICATION OF COVERAGE:

Service Provider shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the city before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

SUBCONTRACTORS:

Service Provider shall require subcontractors to provide coverage which complies with the requirements stated herein.

ATTACHMENT “C” – SERVICE PROVIDER QUESTIONNAIRE

1. Provide the location where work will be performed and the location of your head office, and based on your location, estimate the turn-around time, including the mail reception in relation to sender’s addresses within the City of Lacey.
2. Describe your company, i.e. sole proprietorship, corporation, partnership, number of years in business and your State of Washington UBI #.
3. Give a detailed description of your disaster recovery plan. The City will need to know what to expect and when in the event of a disaster or a system with the Service Provider.
4. Can the Service Provider power up and continue to function even without power from the electric company?
5. Provide your Identity Theft policies and procedures for detecting, preventing, and mitigating identity theft, and what would be your response to security breaches or loss of information.
6. What would be the City’s liability in the event of a security breach, loss of data or default by the payment card service provider?
7. Specify what would be a standard setup time for implementation and what type of training that would be provided to the City.

8. Will the Service Provider be using a third-party processor for handling different types of payments? If so, please disclose.

9. Will the Service Provider provide a dedicated staff member to Lacey's account that will be available on a regular basis when we need them to discuss issues?

10. Provide a list of five (5) companies or governmental agencies that currently utilize your services in a similar manner. Please include contact person and phone number. This can be submitted on a separate page.

11. Do you have an existing relationship with our current proprietary CIS Application vendor CentralSquare Technologies? If yes, then for how many years and describe the projects that you accomplish with CentralSquare Technologies successfully.

12. Describe your Customer Service philosophy.

I am the _____ (title of Service Provider), have the authority to bind this Company, am over the age of 18 and have personal knowledge of the facts set forth above.

Dated this _____ day of _____, 2021 at _____

(City, State).

By: _____
Authorized Signature

Printed Name

All Service Providers Must Complete and Sign in the Space Provided Above and Submit This Form.

RFP PROPOSAL FORM

To: City of Lacey

From: _____ Company Name

_____ Company Address

_____ City, State, Zip

_____ Phone and Email

Submittal Requirements Checklist:

- ___ Requirements are listed under Attachment “A” – Scope of Work, sections 1, 2, and 3
- ___ A completed and signed RFP Proposal Form
- ___ A completed and signed Attachment “C” Service Provider Questionnaire
- ___ The attached Professional Services Agreement which is proposed to be executed

Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City’s Request for Proposal.

The signature below represents review and acknowledgement of the City’s Insurance Requirements as listed in Attachment “B”. Our submittal includes the following

Verification (please check one):

Evidence of Insurance Certificate verifying amounts of coverage.

A written statement indicating the Company currently has the required insurance coverage or is willing to obtain (at the Company's own cost) the required insurance coverage if awarded a contract.

Signed: _____ Date: _____

Title: _____

ATTACHMENT “D” – PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter “City” and <name of Service Provider>, hereinafter “Service Provider,” jointly referred to as “Parties.”

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. **Work to Be Performed.** Service Provider shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.
 - A. **Administration.** The City Manager or designee shall administer and be the primary contact for Service Provider. Prior to commencement of work, Service Provider shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Service Provider shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.
 - B. **Representations.** City has relied upon the qualifications of Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.

Service Provider represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.

- C. **Standard of Care.** Service Provider shall exercise the degree of skill and diligence normally employed by professional Service Providers engaged in the same profession, and performing the same or similar services at the time such services are performed.
- D. **Modifications.** City may modify this Agreement and order changes in the work whenever necessary or advisable. Service Provider shall accept modifications

when ordered in writing by the City Manager or designee, so long as the additional work is within the scope of Service Provider's area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Service Provider shall make such revisions in the work as are necessary to correct errors or omissions appearing therein when required to do so by City without additional compensation.

2. **Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by City. Service Provider shall complete its work by **<date>, 20** , unless the time for performance is extended in writing by the Parties.

Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City may, in addition, terminate this Agreement for any reason by 10 days' written notice to Service Provider. In the event of termination without breach, City shall pay Service Provider for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation and Method of Payment.**

- A. The City shall pay Service Provider for the performance of those services designated in Exhibit "A," an amount not to exceed \$*********. If the description of services on Exhibit "A" designates additional services which may be requested by the City, said additional services will be paid for by the City at the rate set forth on Exhibit "A," which sum may exceed the "not to exceed" amount set forth above; however, said services will only be performed and compensated by the City after the City has directed such performance in writing.
- B. Payment by the City for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment may be made on a monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the City.
- C. If an hourly rate of compensation or other means of measurement is set forth on Exhibit "A," the parties intend that said measurement shall be used up to the "not to exceed" figure set forth above.
- D. The City reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the City Manager or designee to be noncompliant with the Scope of Services, City standards, City Code, and federal or state standards.

4. **Notice.** Notices other than applications for payment shall be given in writing as follows:

TO THE CITY:

Name: *****
Phone:
Address:

TO THE SERVICE PROVIDER:

Name: *****
Phone:
Address:

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. Service Provider warrants that its designs, construction documents, and services shall conform to all federal, state, and local statutes and regulations.

6. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.**

A. By executing this Agreement, the Service Provider certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

7. **Relationship of the Parties.** It is understood and agreed that Service Provider shall be an independent contractor and not the agent or employee of City, that City is interested

in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Service Provider. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.

8. **Ownership of Documents.** All drawings, plans, specifications, and other related documents prepared by Service Provider under this Agreement are and shall be the property of City, and may be subject to disclosure pursuant to chapter 42.56 RCW or other applicable public record laws. The written, graphic, mapped, photographic, or visual documents prepared by Service Provider under this Agreement shall, unless otherwise provided, be deemed the property of City. City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, and copies in the form of computer files, for the City's use. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, drawings, images, or other material prepared under this Agreement, provided that Service Provider shall have no liability for the use of Service Provider's work product outside of the scope of its intended purpose.
9. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.
10. **Insurance.** Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Service Provider, its agents, representatives, employees, or subcontractors.
 - A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:
 1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury, and advertising injury. City shall be named as an additional insured under Service Provider's commercial general liability insurance policy with respect to the work

performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.
4. Professional liability insurance appropriate to Service Provider's profession.

B. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident.
2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.
3. Professional liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:

1. Service Provider's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Service Provider's insurance and shall not contribute with it.
2. Service Provider shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Service Provider.
3. If Service Provider maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Service Provider, irrespective of whether such limits maintained by Service Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Service Provider.
4. Failure on the part of Service Provider to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to Service Provider to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the

sole discretion of the City, offset against funds due Service Provider from the City.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Service Provider shall furnish acceptable insurance certificates to the City Clerk at the time Service Provider returns the signed Agreement, which shall be Exhibit C. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Service Provider shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.
11. Indemnification and Hold Harmless. Service Provider shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Service Provider's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees pursuant to RCW 4.24.115.

Service Provider's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees shall apply only to the extent of the negligence of Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees.

Service Provider's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside Service Provider costs, court costs, fees for collection, and all other claim-related expenses.

Service Provider specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party

under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Service Provider's waiver of immunity under this provision extends only to claims against Service Provider by City, and does not include, or extend to, any claims by Service Provider's employees directly against Service Provider.

Service Provider hereby certifies that this indemnification provision was mutually negotiated.

12. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
13. **Assignment and Delegation.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.
14. **Subcontracts.** Except as otherwise provided herein, Service Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.
15. **Confidentiality.** Service Provider may, from time-to-time, receive information which is deemed by City to be confidential. Service Provider shall not disclose such information without the prior express written consent of City or upon order of a court of competent jurisdiction.
16. **Jurisdiction and Venue.** This Agreement is entered into in Thurston County, Washington. Disputes between City and Service Provider shall be resolved in the Superior Court of the State of Washington in Thurston County. Notwithstanding the foregoing, Service Provider agrees that it may, at City's request, be joined as a party in any arbitration proceeding between City and any third party that includes a claim or claims that arise out of, or that are related to Service Provider's services under this Agreement. Service Provider further agrees that the Arbitrator(s)' decision therein shall be final and binding on Service Provider and that judgment may be entered upon it in any court having jurisdiction thereof.
17. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).

18. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

19. **Anti-kickback.** No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

20. **Business Registration.** Service Provider shall register with the City as a business prior to commencement of work under this Agreement if it has not already done so.

21. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agreement this day of _____, 20__.

CITY OF LACEY

SERVICE PROVIDER:

By: _____
 Scott Spence
 City Manager

By: _____

Approved as to form:

 David Schneider
 City Attorney