

REQUEST FOR PROPOSAL NOTICE ISSUED: [05-09-2008](#)

COUNTY OF JEFFERSON, MISSOURI

Department of Administration
729 Maple Street
PO Box 100
Hillsboro, MO 63050
www.jeffcomo.org
636-797-5382

SPECIFICATION CONTACT

RANDY MULLER
Director of Information Technology
636-797-5592

REQUEST FOR PROPOSAL

CREDIT CARD PROCESSING

PROPOSALS SHALL BE ACCEPTED UNTIL:

TUESDAY, JUNE 10, 2008, at 2:00 p.m. local time.

Thereafter, proposals shall be opened in the County Commission Assembly Room.

THREE (3) COMPLETE COPIES OF SEALED PROPOSALS MUST BE DELIVERED TO:

**Office of the County Clerk
Wes Wagner (636) 797-5478
County of Jefferson, Missouri
729 Maple Street
Hillsboro, MO 63050**

The outside of the envelope must contain the vendor's name, address and the following language:

SEALED PROPOSAL FOR: **CREDIT CARD PROCESSING**

SUBMITTED PROPOSALS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS PROPOSAL INVITATION AND SPECIFICATIONS.

The Agreement/Contract term is from:
06-10-2008 through 06-09-2009.

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

_____	_____
Company Name	Authorized Agent (Print)
_____	_____
Address	Signature
_____	_____
City/State/Zip Code	Title
_____	_____
Telephone #	Date Tax ID #
_____	_____
E-mail	Fax #

TABLE OF CONTENTS:

Legal Notice and Request for Proposal	Page 1
Table of Contents	Page 2
Proposal Requirements	Page 3
Proposal Form and Contract	Page 5
Specifications	Page 8
Exceptions to Proposal	Page 8
Pricing	Page 11

PROPOSAL REQUIREMENTS

A. PROPOSAL SUBMISSION:

Submit PROPOSAL form in triplicate (three copies) with specification pages, if applicable. No facsimile PROPOSALS shall be accepted and shall be rejected.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best PROPOSALS or award may be made to the lowest and best PROPOSAL total, whichever is in the best interest of the County. County may reject any or all PROPOSALS for any reason and may waive any informality. PROPOSALS submitted from a Missouri State Contract shall include a copy of the State Contract with the PROPOSAL.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Resolutions and Orders of the County of Jefferson, Missouri, and State and Federal Law. If no Proposal or Proposals have been awarded by the County Commission within thirty (30) days following the opening of the Proposal then all Proposals will be deemed Rejected.

C. PROPOSAL PREPARATION:

1. VENDORS are responsible for examination of drawings, specifications, schedules and instructions.
2. Each VENDOR shall furnish the information required by the invitation. The VENDOR shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate PROPOSALS for supplies or services other than specified shall not be considered unless authorized by invitation.
4. VENDOR shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

PROPOSALS may be modified or withdrawn prior to the exact hour and date specified for receipt of PROPOSALS, provided the modification or withdrawal is in writing and is delivered in the same manner as a PROPOSAL submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his PROPOSAL or PROPOSAL modification on or before the date and time of the PROPOSAL closing to the Office of the County Clerk. PROPOSALS received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS:

Proposal Deposits are not required unless specified in the Specifications.

G. MATERIAL AVAILABILITY:

VENDORS must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of PROPOSAL and delivery time. It is the responsibility of the VENDOR to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, VENDORS must submit complete specifications on all alternate PROPOSALS with the PROPOSAL form. Alternate PROPOSALS without complete specifications may be rejected. Alternate PROPOSALS and exceptions to PROPOSAL clauses must be clearly noted on the PROPOSAL form. The County may accept or reject alternate PROPOSALS; whatever is most advantageous to the County.

I. INCORPORATION OF DOCUMENTS:

The terms of the PROPOSAL Invitation, PROPOSAL Specifications, PROPOSAL Form are incorporated into the contract as if fully setout therein.

J. ADDENDA:

Addenda to PROPOSAL specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of

PROPOSAL forms. Verification is made by contacting the Office of Contracts, Grants, and Special Projects, or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain in force, with an insurance company licensed to do business in the State of Missouri, at its own expense, such insurance as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation.

THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED.

A. Required Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in force of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. Required Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. Required Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The VENDOR, by executing the PROPOSAL form certifies that:

1. The PROPOSAL complies with Request for Proposal, Form and PROPOSAL Specifications.
2. The VENDOR is not debarred or suspended from participation in Federal Assistance programs.

B. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the PROPOSAL shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the VENDOR to induce any other person or firm to submit or not to submit a PROPOSAL.

C. PRICE:

The price(s) specified in this PROPOSAL shall be firm and not subject to contingency or reservation. The VENDOR represents prices specified in the PROPOSAL do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the VENDOR'S most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **PROPOSAL prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

D. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

VENDOR represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. VENDOR shall include proof of compliance with the Act with the PROPOSAL.

E. DEFINITIONS:

1. The term "County" means the County of Jefferson, Missouri and its designated representatives.
2. The term "Supplier" means Vendor, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.

F. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

G. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

H. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. Price is tax-exempt.

I. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

J. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the PROPOSAL specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause.

K. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

L. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

M. CHOICE OF LAW:

This PROPOSAL and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

N. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.

3. Default: County may terminate the whole Contract or any part in either of the following circumstances:

a. If supplier fails to deliver the items required by the contract within the time specified; or

b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

O. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the PROPOSAL form.

P. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

Q. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

R. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

S. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

T. APPROVAL:

It is agreed the acceptance of a PROPOSAL shall not be valid and binding upon the County until approved by the County Commission, County Counselor, as to legal form and the County Auditor provides certification of an unencumbered balance sufficient to pay the PROPOSAL/Contract price.

U. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: [] Individual: [] Partnership: [] Corporation.

Incorporated in the State of _____.

- V. PROPOSAL TABULATIONS:** Are not available for 5 to 7 working days following the PROPOSAL Opening. PROPOSAL submissions are open for public review at the time of the PROPOSAL Opening. PROPOSAL tabulations are posted on the County's web-site address, www.jeffcomo.org. **NO COPIES** of PROPOSAL tabulations are sent to vendors.

JEFFERSON COUNTY, POSTS ALL "INVITATION FOR BIDS" AND "REQUEST FOR PROPOSALS" ON THE COUNTY WEB SITE.

Go To www.jeffcomo.org.

"IFB's" and "RFP's" CAN BE DOWNLOADED BY CLICKING ON "INVITATION FOR BIDS".

SPECIFICATION
CONTACT PERSON

RANDY MULLER
DIRECTOR OF INFORMATION TECHNOLOGY
(636) 797-5592

SPECIFICATIONS

FORMAT OF PROPOSAL RESPONSE:

The format of the proposal is assembled as follows:

Section I	Scope of Project
Section II	Current Environment
Section III	Business Requirements
Section IV	Installation, Training, and Documentation
Section V	Pricing
Section VI	References

Bidders are requested to complete each item/paragraph in this section by inserting: (Yes or No) or Not Applicable (N/A), and may offer additional description where appropriate.

SECTION I SCOPE OF PROJECT

Jefferson County put forth this Request for Proposal for Credit Card Processing to provide alternative tender types for the Public to pay their traffic fines. Even though our primary focus is on credit cards, Jefferson County wants to also incorporate debit cards and checks as alternative payment types.

In the future, Jefferson County wants to offer these same payment types to other departments. For example, Parks, Planning and Zoning, Animal Control, Building Department, and Collector are all good candidates.

This project must consider making payments over the internet and over the counter. IVR, Interactive Voice Response payments is not required but it is a plus.

SECTION II CURRENT ENVIRONMENT

Currently, Jefferson County accepts cash and checks in all departments except the Municipal Court and they accept only cash. Jefferson County does not accept any credit cards over the counter today with the exception of the Collector who accepts the Discover card.

In regards to internet payments, the Collector and the Parks Department both accept credit card payments.

The focus will be on the Municipal Court. They currently have an average dollar transaction of about \$ 134 with about 2,000 transactions per month.

SECTION III BUSINESS REQUIREMENTS

System Features and Functionality

1.	Must be able to process payments through the internet and over the counter				
2.	Providing an IVR, Interactive Voice Response, type of payment process is not necessary but is a plus				
3.	In all processing environments, vendor must be able to process credit cards, debit cards, and checks				
4.	Checks must be processed as check guarantee				
	Integration				
5.	Internet Payments				
	A. Is it a batch process of payments that you edit against?				
	B. Explain the method and frequency of sending a file				
	C. Is it always a full file transfer or just the records that changed?				
	D. If the above is not true, explain your process.				
6.	Over the counter payments				
	A. Is it a batch process of payments that you edit against?				
	B. Explain the method and frequency of sending a file				
	C. Is it always a full file transfer or just the records that changed?				
	D. If the above is not true, explain your process.				
	E. Over the counter transactions must also be able to work independently with no integration.				

7.	IVR Payments				
	A. Is it a batch process of payments that you edit against?				
	B. Explain the method and frequency of sending a file				
	C. Is it always a full file transfer or just the records that changed?				
	D. If the above is not true, explain your process.				
8.	Payments deposit process				
	Credit card deposits must be applied to our bank account within 48 hours 24 hours is better. Please specify your process				
	Explain timing on check processing				

Standards

	Description	Y/N	Comments
	Must be Payment Card Industry, PCI, Level I Certified		

SECTION IV - INSTALLATION, TRAINING, DOCUMENTATION

		Y/N	Comments
	Following are the requirements for installation, training, and documentation:		
1.	Provide training materials and documentation for all aspects of the system implemented.		
2.	Vendor shall be responsible for providing detailed documentation on system operation and troubleshooting.		
3.	Provide end-user training for the system. All training will be conducted at Jefferson County.		
4.	The scope of the system training must include any and all functions for supervisor, maintenance and technical support procedures required for the installation and on-going operations for the daily operations of the system.		
5.	Training is to be done by qualified instructors and shall provide a "hands on" type of instructions.		

6.	<p>Vendor shall warrant that the system shall be free of defects from programming errors and shall confirm to the performance reliability standards and system requirements set forth in the License Agreement and that the services to be performed by the vendor shall be performed in a timely and professional manner by qualified personnel.</p> <p>Vendor shall respond to requests for warranty service promptly and shall remedy any programming errors, defects, or breach of warranty as soon as practical and with minimal downtime, at no charge. The terms of this warranty shall remain in active until the service is no longer required.</p> <p>In the event that this system, in whole or part does not perform in accordance with the contractual requirements, vendor shall promptly, and in no case any later than 20 days after notification, thereof, correct, modify, or improve the system, at vendor's expense, to ensure that the system complies with the agreed upon specifications and system requirements.</p>		
7.	The system warranty period must include toll-free calls for maintenance, software support, services, and software updates if released.		
8.	The vendor shall provide a service representative who will respond by telephone to failures within two business hours of notification. Hours of availability should be stated in the proposal.		

SECTION V PRICING

		Y/N	Comments
1.	Identify hardware components with pricing including any maintenance		
2.	In an effort to reduce risk, a money back guarantee from the vendor is required with no charge for de-installing the system.		
3.	List the costs for implementation including training. Include travel expenses and project management.		

Pricing Summary

	Investment	Annual Maintenance Starting Date	Annual Maintenance Cost	Comments
Hardware				
Processing Rates:				
Credit Cards				
Debit Cards				
Checks				
Training				
Travel Expenses				
Other Costs:				
Total				

SECTION VI: - REFERENCES

Please include a minimum of 3 government references

(Preferably in Missouri)

		Years Software Installed	Comments
Address:			
City, State, Zip			
Contact Name			
Telephone Number			
EMAIL Address			

		Years Software Installed	Comments
Address:			
City, State, Zip			
Contact Name			
Telephone Number			
EMAIL Address			

		Years Software Installed	Comments
Address:			
City, State, Zip			
Contact Name			
Telephone Number			
EMAIL Address			