

CITY OF NORTH LITTLE ROCK, ARKANSAS  
COMMERCE DEPARTMENT  
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120 Main St. North Little Rock, AR 72114  
PO Box 5757 North Little Rock, AR 72119  
501-975-8881 Telephone  
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## REQUEST FOR PROPOSALS

Bid Number: 18- 3525 Date Issued: March 21, 2018

Date & Time Bid Opening: Friday, March 30, 2018 at 10:00 a.m.

### **Third Party Merchant Processing Services North Little Rock Information Technology & Finance Departments**

Scope of Work is detailed below in the document.

Any technical questions regarding this bid should directed to: [kscott@nlr.ar.gov](mailto:kscott@nlr.ar.gov)

General bidding questions direct to the Mary Beth Bowman, Commerce Department at 501-975-8880.

If you are obtaining this bid from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings for attachments including any changes to the bid.

The City of North Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them

NOTE: FAILURE TO FILL OUT AND SIGN THE INVITATION TO BID SHEET WILL RESULT IN REJECTION OF THE BID.

### EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid, including specifications, conditions and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

TAX ID NUMBER: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSON & TITLE: \_\_\_\_\_

**UNSIGNED BIDS WILL BE REJECTED**

**REQUEST FOR PROPOSAL  
THIRD PARTY MERCHANT PROCESSOR  
RFP NO. 18- 3525**



**City of North Little Rock, Arkansas**

**Date Issued: March 21, 2018  
Closing Date: March 30, 2018 at 10:00 a.m.**

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# THIRD PARTY MERCHANT PROCESSOR

RFP NO. 18- 3525  
City of North Little Rock, Arkansas  
March 21, 2018

## SECTION 1 – PURPOSE

This Request for Proposal (“RFP”) for Third Party Merchant Processor is issued by the City of North Little Rock, Arkansas (“City”). The purpose of this (RFP) is to select a merchant processor to provide this service utilizing the most current technology and platforms. The selected merchant processor will provide services specified in the General Requirements.

Copies of the RFP and all other solicitation related documents will be made available on the City’s website. Copies of the RFP, including all related documents can be obtained by visiting the City’s website at <http://www.nlr.ar.gov> go to the tab “Business”, click on “Bids and Vendors”, then click on “Current Bids”.

Proposers submitting a Response (“Response”) to this Request for Proposals (“RFP”) certifies that it meets all of the requirements to perform the services required by this RFP and will enter into a contract in substantially the same form as that included in the RFP.

## SECTION 2 – SCOPE OF WORK

The city currently collects payments online for Utility Payments. Our current NorthStar utility billing applications utilizes Invoice Cloud as the online collection system and our third party merchant processor.

In addition, the city currently utilizes BS&A as the software system for issuing permits in our Planning department, as well as for several other financial/accounting modules.

The City has issued this Request for Proposals (RFP) with the intent of gathering information on programs, features, and transactional costs from payment processing and financial institutions capable of providing the City with a full-featured credit card processing service and to provide new and innovative ways to fulfill the requirement for online payment processing of BS&A permit fees for our Planning Department.

This RFP defines the minimum service requirements, requests information from respondents, and solicits proposals.

Through this RFP, the City seeks to procure its credit card payment processing services at a competitive price from the provider best able to meet the City’s service and integration objectives.

Respondents may submit questions on clarification of requirements to: [kscott@nlr.ar.gov](mailto:kscott@nlr.ar.gov) no later than Monday, March 26, 2018 by 3:00 P.M. and the City will respond as best as possible but is under no obligation to respond at all and if it does respond, both the question and response will be made available to all respondents as an addendum on the City's website as indicated above. Current permit activity statistics are available upon request to assist in providing the best rates available.

## **Overview & Requirements**

The City is willing to review proposals submitted in a variety of written formats. No specific document standards are prescribed in this RFP. The City desires the best information available on the respondents' ability to provide us a full-featured and price-competitive credit card processing service. However, a copy of each respondent's standard contract, fees, and other terms and conditions shall be included and is required.

The City recognizes that the cost of credit card processing varies based on the cards used and other uncontrollable variables. However, respondents should provide an adequate description of its fees and any other costs required. All contracts will be subject to review and modification by the North Little Rock City Attorney.

The City is seeking proposals for online payment processing along with invoice bill presentment and notification of amounts due to include:

- 1) Online platform for miscellaneous invoices generated from BSA for Planning Permit Fees:
- 2) Hosted Interface supporting various payment processing functions to include, but not limited to;
  - a. Authorization of Payment
  - b. Receipt Acknowledgment of Payment
  - c. Charges
  - d. Settlement
  - e. Credits
  - f. Refunds
  - g. Voids
  - h. Chargebacks
  - i. Rejects
- 3) Accept online payments of various methods for Planning Permits to include but not limited to;
  - a. Credit Card Payments from major credit/debit card companies such as, but not limited to American Express, Discover, Visa, MasterCard.
  - b. Electronic Check Processing, (ACH)
- 4) Automated Receipt acknowledgement of payments
- 5) Account Management for Customers as it Relates to Payment History for Permits
- 6) Communications Between BS&A Online Customers Related to Permit Completion, Invoiced Amounts, Permit Fees Due for Access to Enroll and/or Participate in the Online Portal
- 7) Optional Mobile Payments including "Pay by Text"
- 8) Optional IVR payments

In general, the City will consider respondents with the demonstrated ability to meet the following minimum qualifications:

- Compliance with applicable Federal, State, IRS, and FDIC regulations—including IRS Section 6050W, the Durbin Amendment, and PCI compliance standards;
- Efficiently process Visa , MasterCard, Discover and American Express payments, and remit funds to the City in no more than three (3) business days;
- Provide the ability to accept payments in the web-based solution provided by BS&A for issuing permits from the Planning Department;
- Provide operational and technical support during business hours to assist with payment irregularities (including voiding transactions), software errors, or equipment malfunction.

Respondents should highlight any exceptions or ability to exceed the minimum requirements described above.

Respondents should provide information on the features and services they feel would best meet the City's needs, including existing partnerships or integrations that would benefit the City.

Offerors should include as part of their proposal, the following information:

Cost for services.

This should include specific costs for services to be provided by the company, i.e., maximum cost of services, as well as specific charges and or fees related to payment processing, and/or any other basis of costs associated as proposed by the respondent.

Specific items to be included are the costs for:

- 1) Fees for online payments based on types, such as;
  - a. Credit Card Payments
  - b. Echecks, electronic checking account or savings account draft payments
  - c. Any other optional payment methods
    - i. Mobile / Text
  - d. Return Fees on such online payments
  - e. Charge Back Fees on such online payments
  - f. Settlement Reports
  - g. Credits Issues
  - h. Refunds
  - i. Voids
  - j. Rejects

- 2) Fees for invoice presentment
- 3) Fees if method of processing is different (point of sale, face to face transaction, online processing)

## SECTION 3 – PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

### A. General Instructions

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original paper copy and two (2) additional paper copies of each proposal and submitted to:

Mary Beth Bowman  
Director of Commerce  
City of North Little Rock  
120 Main Street  
North Little Rock, AR 72114  
Hours of operation 8:00 AM to 4:30 PM Monday – Friday.

No other distribution of the proposals shall be made by the Offeror.

Questions related to the Scope of Work should be directed to: [kscott@nlr.ar.gov](mailto:kscott@nlr.ar.gov)

All questions must be submitted in writing via email. Responses to relevant questions will be posted on the City's webpage at [www.nlr.ar.gov](http://www.nlr.ar.gov), click on the tab "Business", click on "Bids and Vendors", then click on "Current Bids".

#### 2. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the City requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. All Proposals must be in a sealed envelope or box and clearly marked on the outside: **"Sealed Proposal RFP 18- 3525 – Third Party Merchant Processor"**. Proposals shall clearly indicate the name and address of the offeror (company, firm, partnership, individual). All expenses for making Proposals to the City shall be borne by the offeror. **All Proposals shall be received by Friday, March 30, 2018, 10:00 A.M.** Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any

delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. Any Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

c. Definitions

Contractor or Vendor – The successful offeror who enters into a contract with the City to provide the product and services as specified in this RFP.

City – Wherever the word "City" appears, it shall be understood to mean the City of North Little Rock, Arkansas.

Offeror – Wherever the word "offeror" appears, it shall be understood to mean the firm or individual submitting the proposal in regards to the RFP.

Owner – Whenever the word "owner" appears, it shall be understood to mean the City of North Little Rock.

- d. Offerors are responsible for familiarizing themselves with the requirements for this RFP, and terms and conditions of this procurement.
- e. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- f. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered.
- g. Each copy of the proposal should be contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- h. Ownership of all data, materials, and documentation originated and prepared for the City of North Little Rock pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with Arkansas's Freedom of Information Act.

**B. Specific Proposal Instructions**

Proposals should be as thorough and detailed as possible so that the City of North Little Rock may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:



1. Return the RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Offeror's Price Sheet.
3. Experience:  
Describe your company's experience in providing the product and services described herein. Specifically describe your experience in providing services to municipalities and with agencies in the State of Arkansas; include the size of your company.

## **SECTION 4 – SPECIAL TERMS AND CONDITIONS**

### **A. RFP Proposal and Clarification**

The City reserves the right to request clarification of information submitted and to request additional information of one or more offerors. Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to: [kscott@nlr.ar.gov](mailto:kscott@nlr.ar.gov) no later than March 26, 2018, 3:00 P.M. The City shall not be responsible for oral interpretations given by any employee, representative, or others. The interpretation, clarification, or additional information can be given by the City's Commerce Director or designated official.

### **B. Contract Forms**

The contract entered into by the City and the Contractor shall consist of all of the Request For Proposal, any addendum issued, the proposal submitted by the Contractor, the signed contract and any approved change issued, all of which shall be referred to collectively as the Contract Documents.

The contract resulting from this RFP shall be for products and services described in the scope of work of this RFP. Any contract resulting from this RFP shall be for a one (1) year term.

Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP in preparing and submitting its proposal or for any presentations or demonstrations of their product to the City.

### **C. Contract Changes**

No verbal agreement or conversation with any officer, agent or employee of the City either before or after execution of the contract resulting from this Request for Proposal (RFP), RFP Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

#### **D. Assignment of Interest**

The Contractor shall not assign any interest in the resulting Contract and shall not transfer any interest in the same without prior written consent of the City, of which the City shall be under no obligation to grant.

#### **E. Release of Data**

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of the City, which approval the City shall be under no obligation to grant.

#### **F. Release and Ownership of Information**

The City reserves its rights of ownership to all material given to the Contractor by the City and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this RFP.

#### **G. Utilization of Information**

As may be allowed by law, any information, ideas, or concepts that the City receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of the City.

### **SECTION 5 – STANDARD PROPOSAL INFORMATION**

#### **Authorized Signature**

An individual authorized to bind the proposer to the provisions of the RFP must sign the proposal.

#### **Conflict of Interest**

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the services specified in this RFP.

The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

#### **Collusion**

The Proposer shall certify that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City department. The Proposer certifies that it is in compliance with the

conflict of interest law. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

**Public Records**

Proposer understands that the proposal is a “public record”, and the public shall have access to all documents and information pertaining the Response and the RFP, subject to the provisions of Arkansas’ FOIA. The Proposer, by submitting a proposal, acknowledges that the City may provide public access to and/or copies of all documents subject to disclosure under applicable law.

**Nondiscrimination**

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

**Proposer’s Certification**

By signature on the proposal, the proposer certifies that it complies with:

- The laws of the state of Arkansas.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.

If any Contractor fails to comply with the provisions stated in this paragraph, the City reserve the right to reject the proposal, terminate the contract, or consider the contractor in default.

**No Contact Policy**

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify the Contractor from this procurement.

I certify that I have reviewed the RFP and have a complete understanding of the specifications. I am authorized as a responsible representative to sign for the Proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Business Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address of Contact: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR**

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. The City reserves the right to reject any and all bids.
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce.
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce..
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids will not be considered if they are:
  1. Submitted after the bid's opening time.
  2. Submitted electronically or faxed (unless authorized by Purchasing Agent).
17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.

18. **CONSTRUCTION**

- A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
- B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
- C. A Performance Bond equaling the total amount of any bid exceeding \$20,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).

19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.

20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.

21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.

22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.

23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.

24. Additional information or bid forms may be obtained from:  
COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881  
[www.nlr.ar.gov](http://www.nlr.ar.gov)

**Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:**

**Mary Beth Bowman  
Director of Commerce  
120 Main Street (P.O. Box 5757)  
North Little Rock, AR 72119**