



Atlantic County Utilities Authority

Request for Proposals for Credit Card Processing Services at the Atlantic County Utilities Authority

Issued by: Atlantic County Utilities Authority

Date: November 13, 2015

Proposals Due: December 11, 2015 at 11:00 AM Prevailing Time

ATLANTIC COUNTY UTILITIES AUTHORITY

PUBLIC NOTICE

NOTICE OF REQUEST FOR PROPOSAL (RFP)

The Atlantic County Utilities Authority is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. and N.J.S.A. 40A:11-4.1 et seq.

Notice is hereby given that the Atlantic County Utilities Authority is conducting a competitive process to furnish and deliver **Credit Card Processing Services**.

Sealed RFP responses will be received by the Purchasing Manager on December 11, 2015 at 11:00 AM prevailing time in the GEO Administration Building, 6700 Delilah Road, Egg Harbor Township, NJ, 08234, First Floor.

Specifications and bid documents may be obtained online at the following web address <http://www.acua.com/rfps.aspx> and may also be picked up at the office of the Purchasing Manager of the Atlantic County Utilities Authority, 6700 Delilah Road, Egg Harbor Township, NJ, First Floor, during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday.

All RFP Addenda will be issued on the website. Therefore, all interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

ATLANTIC COUNTY UTILITIES AUTHORITY
RICHARD S. DOVEY, PRESIDENT
BY: OREN R. THOMAS, IV, RPPO, QPA, PURCHASING MANAGER

1. **Introduction**

The Atlantic County Utilities Authority (ACUA) owns and operates a Solid Waste complex in Egg Harbor Township, Atlantic County, NJ, known as the Howard F. Haneman Environmental Park, and a Wastewater Treatment Facility in Atlantic City, Atlantic County, NJ.

The Solid Waste facility is home to an active landfill, a recycling center, composting site, and ancillary facilities. Also on site is the ACUA's primary administration building, constructed in 1992, which features a closed-loop geothermal HVAC system. The site is home to a 5.4 MW landfill methane gas to electricity project which provides 100% of the power needs of the Park. The ACUA's solid waste complex is located at 6700 Delilah Road, in Egg Harbor Township, New Jersey. The site consists of approximately 360 acres with approximately 102 acres representing the landfill footprint.

The Wastewater Treatment Facility has been in operation since 1978 and services 14 communities in Atlantic County. It is home to the Jersey-Atlantic Wind Farm, a 7.5 MW wind farm that is privately owned and from which the ACUA purchases approximately 12 million kWh per year of electricity. In addition, the facility also houses a 500 kW solar PV system.

The ACUA charges fees for disposal and other services it provides to both public and private agencies. The ACUA currently accepts credit/debit cards from customers who opt to pay for these fees and services in this manner.

The ACUA is responsible to the residents of Atlantic County to be financially prudent and environmentally responsible.

2. **General Information**

2.1 **Issuing Office and Point of Contact**

Oren Thomas is the ACUA contact and can be reached at:

Email: rthomas@acua.com
Phone: (609) 272-6950
Mailing Address: PO Box 996, Pleasantville, NJ 08232
Street Address: 6700 Delilah Road, Egg Harbor Twp., NJ 08234
RFP reference: <http://www.acua.com/acua/rfps.aspx>

2.2 Procurement Process

This contract will be awarded using the competitive contracting provision of the Local Public Contracts Law (N.J.S.A 40A:11-4.1 et seq) which is considered a “fair and open” process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq. Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP).

2.3 Limits of Liability

The Authority assumes no liability for any cost incurred by proposers in responding to this RFP or in responding to any further request for interviews, additional information, etc. prior to the issuance of the contract.

2.4 Type of Contract, Fees and Compensation

Contract will be for a three (3) year term with the option to extend for two (2) additional one (1) year terms, exercisable at the sole discretion of the ACUA. Fees will be charged based on credit card sales.

2.5 Target Dates

The following schedule shows the target dates for performance of the work:

Event	Date	Time
RFP Issued	November 13, 2015	-
Questions Due	November 23, 2015	4:30 PM
Proposals Due	December 11, 2015	11:00 AM
Award Contract	January 21, 2016	-
Start of Work	February 1, 2016	-

2.6 Proposal Format

Proposals must address all information requested in this RFP. Proposals which in the judgment of the ACUA fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

2.6.1 Mandatory content

Each proposal submitted must contain the ten (10) sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Scope
- Objectives
- Project Workplan (including project organization, critical success factors and risks)
- Assumptions/ ACUA Responsibilities
- Staffing

- Timing & Fees
- Appendices/Other

The information requested by the sectional format described above is further defined.

2.6.1.1 Title Page

The Proposal should include a title page, which identifies the project; the Respondent's Firm, name of the Respondent's primary contact, address, telephone number, fax number and email address.

2.6.1.2 Table of Contents

The Respondent's Proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

2.6.1.3 Executive Summary

This section should include a summary of the key points and highlights of the Respondent's response and should discuss the pricing contained in the Proposal.

2.6.1.4 Scope

In this section of the proposal, the Respondent should state what they believe to be the scope of the intended strategy within the ACUA. If there are any gaps between what the Respondent believes should be the proper scope of the solution given all information known at the time of this RFP, the Respondent should clearly state these gaps in this section and clearly mark these concerns as such.

2.6.1.5 Objectives

In this section of the Proposal, the Respondent should state what it believes to be primary objectives for each element of the plan. Respondents may choose to offer suggestions to the ACUA on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

2.6.1.6 Project Work Plan

In addition to providing a high-level project work plan, this section should describe each of the proposed phases, activities and tasks that the ACUA should execute to achieve success. In addition to the tasks, it is assumed that the Respondent will identify the resources needed to complete the associated task, and that the resource identified will have been included in the project organizational structure. All assumptions that were made to complete the project plan should be documented in this section.

The work plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this project. The ACUA realizes that each Respondent brings its own methodology and work plan.

2.6.1.7 Assumptions/ACUA Responsibilities

In this section, the Respondent should clearly describe any assumptions relating to the responsibilities and/or commitments the Respondent is expecting of the ACUA throughout the life of this project.

2.6.1.8 Staffing

A discussion of the project team that will be utilized should be contained in this section. The ACUA requests that as part of the discussion here, the Respondent state exactly the role the proposed Respondent team member will assume on each phase and detail the qualifications for the role that the team member possesses.

2.6.1.9 Fees

A fully executed Proposal Form (attached to this RFP) must be completed and submitted. All fees, charges and rates as noted on proposal page shall remain firm against any increase for the duration of the contract.

The Respondent must begin the project within two weeks of contract award and must have the system operational within a month of said award.

2.6.1.10 Appendices/Other

This section should include at minimum: Consultant qualifications, references and resumes. If respondents feel that other materials are necessary (such as promotional literature, white papers, etc) they should provide them in a separate document clearly labeled "Additional Materials" in order to adhere to the 30 page maximum guideline for proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

Finally, any out-of-scope services not covered in other sections should be included here. A description of the personnel likely to be involved should be provided.

2.6.3 Meetings:

Meetings are a major component of all tasks in cooperation and interaction with the Authority on an as necessary basis. This shall include but not be limited to an initial kick-off meeting to discuss the essential goals of the project and continuous update on the status of the project throughout the term of the contract.

2.6.4 Evaluation Criteria:

The ACUA has established an evaluation committee that will work together to develop a score card to evaluate proposals. The score card will be established and approved by the Evaluation Committee prior to proposals being received.

The following criteria will be rated by the committee for each proposal. The proposal with the highest overall score will be considered the most advantageous to the Authority.

- a. Payment Processing
- b. Funds Processing
- c. Technical
- d. Project Timeline
- e. Experience
- f. Cost

The final score card will be released to the proposers, in written form by the ACUA, upon request. Any contract that is entered into by the ACUA will be required to be presented to our Board Members for approval.

If any of the evaluation criteria is incomplete or fails to address the questions in the proposal, the evaluation committee may reject the proposal. Each Proposer is responsible for reviewing technical and cost proposal requirements and preparing their responses in a clearly organized submittal.

Each technical and cost proposal is required to be in accordance with the terms of the specific RFP and shall be signed by an executive officer of the proposing organization, and, where applicable, a corporate officer of the parent organization, recognizing that both will have authority to bind the proponent.

Technical and cost proposals shall consider and be reflective of all federal, state, and local laws, statutes, ordinances, regulations, and other applicable laws that may affect cost, permitting, progress, performance or furnishing of the project including, but not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, protection of natural resources, fire protection, solid waste handling facility standards and permits, other permits, fees, and similar subjects.

2.6.5 Clarification of the Proposal

- a. After the submission of proposals, unless requested by the ACUA, there will be no proposer contact permitted.
- b. After reviewing the proposals, the Evaluation Committee may ask one, some or all of the proposers to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors.

2.6.6 After the Evaluation has been Completed

- a. All materials are kept on file at the ACUA.
- b. The evaluation committee makes a formal recommendation to the ACUA officers and authorized staff. **Note:** An ACUA officer may sit on the evaluation committee depending on the type of project. The officer will make the recommendation along with the entire evaluation committee to the rest of the officers.
- c. The most advantageous proposal will be chosen by the evaluation committee based on the score card evaluation.
- d. The ACUA Officers and authorized staff may at this point accept, reject or modify the recommendation of the Evaluation Committee.
 - 1) For any proposal that is accepted, a resolution will be presented to ACUA's Board for their consideration.
 - 2) For all rejected proposals the proposers will be notified in writing.

2.7 Examination of Existing Operation, Information and Questions

Questions must be in writing and addressed to Oren Thomas (email: rthomas@acua.com / fax: 609-272-6936) before 4:30 pm EST on November 23, 2015.

3. Project Description

3.1 GENERAL REQUIREMENTS

1. The Contractor shall provide credit card processing services enabling the Atlantic County Utilities Authority (ACUA) to accept payment via such means as credit cards and debit cards in accordance with the provisions and requirements herein.
2. The ACUA's sales processed through credit card transactions are approximately \$15,000,000 on an annual basis. Upon request, the ACUA will provide four months of merchant statements.
3. The Contractor shall also provide e-payment gateway services between the ACUA and the card-issuing bank(s), as described below.
4. The Contractor shall meet all requirements outlined in the Payment Card Industry (PCI) data security standard found at the following website: https://www.pcisecuritystandards.org/security_standards/documents.php
5. The Contractor shall understand that all application development code specifically written for the ACUA to collect or return information to a customer regarding their business

transactions provided under the terms and conditions of this contract shall become the property of the ACUA and shall be provided to the ACUA agency prior to implementation of services. The ACUA understands and agrees that code used on the Contractor side of the payment gateway is proprietary code, and the ACUA will not require ownership of this code.

6. The Contractor shall provide a clearly defined process or checklist that the ACUA should follow in order to implement all services described in this contract.

7. The Contractor shall provide one single point of contact for the ACUA.

8. The Contractor shall notify the ACUA's Chief of Staff prior to beginning work. The Chief of Staff will verify account and routing information prior to implementation of services with the ACUA and will provide this information to the Contractor.

9. The Contractor shall deposit payments received into the designated ACUA bank account(s) via Automated Clearing House (ACH). The Contractor shall understand and agree that the ACUA shall have the right to identify the brands of credit and debit cards that shall be accepted for their application. The Contractor shall process, at a minimum, American Express, Visa, MasterCard and Discover.

10. The Contractor's system must be capable of handling PIP transactions directly with financial service providers for Visa, Mastercard and Discover and American Express transactions directly to American Express.

11. The Contractor shall be prepared to provide services upon execution of the contract by all parties.

12. All meetings between employees of the ACUA and the Contractor must be held at the offices of the ACUA unless otherwise agreed.

13. The Contractor shall provide this service for a period of three years from the execution date of the contract.

3.2 SPECIFIC REQUIREMENTS

1. The Contractor shall establish a tiered merchant identification structure with an unlimited amount of merchant numbers or comparable identifiers for the ACUA as determined by the ACUA, in consultation with the Contractor, based on the location, transaction type, and reporting needs of each division accepting such payments under the contract.

2. The Contractor shall collect and pass on contact information for each merchant ID established consisting of ACUA name and contact phone number to be printed on each customer's credit card or bank statement.

3. The Contractor shall abide by all operating rules and regulations of the card associations, processing networks, and other parties/entities governing the services provided under this contract and shall be liable for all violations of such when ACUA follows the procedures established by and in conjunction with the Contractor. ACH transactions shall be collected and initiated in accordance with National Automated Clearing House Associations (NACHA) rules.

4. Integration of credit card processing through the ACUA's current billing software, Wasteworks, is preferred but not required.

5. The payment processing system shall support a credit card authorization response time not to exceed ten (10) seconds 95% of the time when processing cards with magnetic stripes and thirty (30) seconds for EMV enabled cards. The payment processing system must be available twenty-four (24) hours per day, seven (7) days a week. System maintenance must be performed so that system availability continues without interruption. Failure to adhere to the foregoing response time or system availability requirements may be deemed a material breach of the contract.

6. The Contractor must accommodate customers using credit/debit cards multiple times a day.

3.3 E-PAYMENT GATEWAY

1. The gateway must be a single non-proprietary payment gateway solution, which works effectively across multiple sales channels—including web, mail order/telephone order, IVR, POS for credit cards and debit cards that are compatible with Windows server. It must be a minimum of 128-bit secure sockets layer (SSL) transaction encryption. The gateway solution must permit all credit/debit card transactions to be processed via the Internet. The gateway software must address POS over Internet Protocol (IP). The ACUA's preferred interface with the gateway software is via Web Service(s). The gateway interface provides a Software Development Kit (SDK)/ application programming interface (API) for use by ACUA resources to integrate the vendors gateway interface with existing and future ACUA Web, mail order/telephone order, IVR, POS and e-checks applications. The gateway must provide a virtual terminal (VT).

3.3.1 VIRTUAL TERMINAL (VT) REQUIREMENTS

The VT must address the following:

- Roles are assigned permissions to the various functions of the application.
- Roles and security are assigned to users.
- Users must be able to have multiple roles.
- Users must be able to be added and removed from roles easily
- Permissions of a user/role must follow a user across workstations within a venue, and if an ACUA role, then across all venues.

The VT must support the following functions:

- History Log
- Downloadable logs
- Settlement and Reconciliation System
- Monthly Account Statements

- Advanced Search
- Schedule Downloadable Log
- Authorize and Capture
- Refunds/Voids
- Multi-User Access

3.3.2 Website Store Payment Gateway

1. ACUA's website is built on Ektron version 9.0. The store uses Ektron's eCommerce module. The contractor must provide a solution that works with those technologies. The "Payment Gateway Provider" is a pluggable component which would handle the online store (Ektron eCommerce) customer payments by passing the credit card information to a Payment Gateway.

3.4 FUNDS SETTLEMENT

1. The Contractor shall deposit, via automated clearing house (ACH) credit, in a NACHA approved format, amounts due to the ACUA resulting from the settlement of credit card, debit card, and other electronic payment transactions processed.

2. Transaction deposits (funds ready for investment) in merchant accounts must be made to the ACUA within 24 hours of the transaction date. The Contractor must make deposits to the depository bank identified by the ACUA.

3. All account credits, identified by merchant number, must be made by electronic transfer to the ACUA agency's merchant account(s). The source of the credit must be printed on the deposit bank statement to identify the originator.

4. Authorized ACUA employees must have the ability to void and credit transactions.

5. The Contractor shall understand and agree that settlement of transactions processed may vary by merchant ID (or equivalent identifier) due to various ACUA regulations. Based on the information provided in this Bid for existing processing contracts, there could be several separate ACUA settlement accounts. The Contractor may originate the ACH transaction through its bank, but should settle to the designated ACUA accounts, which should occur the next business day.

6. The Contractor shall reconcile each day's transaction activity to the total amount settled to the designated ACUA account(s). The Contractor must address all reconciliation discrepancies within forty-eight (48) hours of discovery or notification by the ACUA.

7. The end-of-day for all credit card transactions shall be as close as possible to midnight every day, Eastern Time. This cutoff period is the effective equivalent of processing all transactions on the calendar day in which they occurred. Under no circumstances may this cut-off period occur before 7 PM (EST) or after 12 PM midnight (EST).

8. Customer-driven Internet transactions must be recorded on the calendar day they occur. This cutoff period ensures that deposits for each business day can be easily audited against the credit card transactions recorded for that day in ACUA business systems.

9. The Contractor must post and settle amounts for business activity by transaction date separately including separate postings for Saturday and Sunday.

3.5 REPORTING REQUIREMENTS

1. The Contractor shall provide flexible reporting including, but not limited to, the following minimum data elements:

- Merchant ID (or comparable identifier)
- Merchant name
- Agency name
- Transaction date
- Transaction time (hour/minute/second)
- Settlement date
- Card brand
- Amount of sale
- Agency charge (processing cost to be invoiced) – where applicable
- Agency charge (processing cost to be deducted from the settlement account – where applicable)
- Break-out of contract agent fee from the ACUA transaction amounts
- Customer name
- Authorization number
- Truncated card number
- E-mail address – Internet transactions
- Invoice number or ACUA assigned transaction ID
- A field that uniquely identifies each transaction through the complete transaction process (including web, mail order/telephone order, IVR, POS for credit cards and debit cards) from authorization to settlement
- Additional requirements as required by the ACUA for assistance in daily reconciliation

2. The Contractor shall provide on-line reports accessible via the Internet.
3. The Contractor shall provide reports that include detail activity of each transaction that identifies at a minimum, the transaction, the customer, the amount of sale, amount of convenience fee, contract agent fee, and the total amount remitted by the customer.
4. The Contractor shall provide reports that shall include summary activity for a given month or given period of time.
5. The Contractor shall provide reports that sort on and be able to summarize by agency name, merchant or other ID, transaction date, settlement date or card brand/debit.

3.6 INVOICING REQUIREMENTS

1. As requested at the time of establishment of a merchant number or comparable identifier, the Contractor shall provide the ACUA with a monthly statement for the processing charges incurred, either in electronic or hard copy or both, as directed by the ACUA. The Contractor shall debit the ACUA's depository bank account(s) for the processing charges.
2. The Contractor must also provide a monthly statement to the ACUA which shall be inclusive of the gross credit card transaction amount, discount percentages, and gateway processing fees.

3.7 PROGRAM EXPANSION

1. The Contractor shall establish additional merchant and other IDs under the terms/pricing of the contract.
2. Expansion of the program shall be a coordinated effort between the Contractor and the ACUA.

3.8 POINT-OF-SALE

1. The Contractor shall provide and maintain the necessary equipment and software required to process magnetic and EMV equipped credit cards and pin-based debit cards at the point of sale and print customer receipts. Contactless terminals are preferred but not required. Point of Sale (POS) equipment should accept both telephone (analog) line connections as well as connections over Internet protocol (IP).
2. The Contractor must obtain authorization from the cardholder's credit card company or the debit card issuer on each credit/debit card transaction prior to accepting payment.
3. A sample receipt being provided via the Internet follows:

Receipt

Atlantic County Utilities Authority

Date Entered: 7/1/2013 - 1:51:33 PM

Date Effective: 7/1/2013

PRC

99999999

AGENT

CUSTOMER

Sample

PHONE

EMAIL

Payments

99999999 2013/12 \$999.99

TOTAL REMITTED

\$999.99

Any action or dispute that results in a 'Return' or 'NSF' will be considered nonpayment of fees, and may result in ASSESSED PENALTIES or LIENS.

4. The Contractor shall produce a confirmation receipt for each completed transaction provided to the customer at the point of sale.

3.9 INTERNET/WEB (CARD-NOT-PRESENT) TRANSACTIONS

1. The payment processing system shall include an Address Verification Service (AVS) whereby the address provided by the customer at the time of purchase during a card-not-present purchase is matched against the customer's credit card billing address. If not used, no charges shall be incurred by the ACUA.

3.10 CUSTOMER SERVICE

1. The Contractor shall provide the ACUA toll-free access to a dedicated client services representative between the hours of 7:30 am and 5:00 pm (Eastern Time) to assist ACUA in any out of balance situations, settlement questions, reversals, chargebacks, and reporting issues and shall have established procedures for reversals of credit and debit card transactions that shall be provided to ACUA prior to implementation of any services.

2. The Contractor shall provide a "help desk" technician on a twenty-four hour, seven-day per week basis, to assist ACUA personnel with credit or debit card transaction processing and procedural operation problems. The Contractor shall provide access to the help desk through a toll-free telephone number.

3.11 CHARGE-BACKS AND DISPUTED PAYMENTS

1. Each chargeback must be posted to the appropriate ACUA account as a separate transaction that must include the transaction id and merchant number from the original transaction.
2. ACUA must be notified of all charge-backs to their merchant ID(s) when they occur.
3. The Contractor shall coordinate with financial institutions and associated entities to resolve disputed payments within the timeframes allotted by the card associations with available information prior to contacting the ACUA.
4. The Contractor must attempt to settle the chargeback before debiting the chargeback to the appropriate ACUA account.
5. The Contractor shall have edits in place to prevent duplicate/erroneous/invalid payments and amounts from being sent to the credit/debit card or ACH processor. (For example, all transactions should have a confirmation number associated with them.)
6. The Contractor must notify the ACUA whenever a chargeback or dispute has been found to be a fraudulently used credit card. The Contractor must provide as much specific detail to the ACUA as possible so that all actions as may be required by State law or regulation can be acted upon.

3.12 TRAINING

(This training component of this Bid consists of general provisions for all ACUA.)

1. When the need for training arises, the ACUA's Chief of Staff will submit a detailed request for training to the Contractor. The request will provide the Contractor with the information pertinent to the training being requested, including items such as the topics to be covered, the length of the training, the number of people to be trained, the training delivery method (in-person, web-based, etc.) and the location(s) at which the training is to be provided (if delivered in person). The Contractor shall supply a written quote to the ACUA's Chief of Staff, which is to include the specific training to be provided, and the price for the training. The **price for the training** shall be **based on the hourly rate** for training bid by the Contractor in response to this RFP.
2. The Contractor must provide training and training materials to ACUA users who process credit and debit cards and other electronic payment transactions.
3. The Contractor shall provide a payment processing training function to enable ACUA personnel to submit data to determine that the system is working properly and for perpetual training of ACUA employees.
4. The payment processing training function must work in conjunction with the production system without stopping or interrupting the processing of real transactions.

3.13 RECORDS ACCESS AND CONFIDENTIALITY

1. The Contractor must comply with Visa's Cardholder Information Security Program (CISP) requirements and MasterCard's Site Data Protection (SDP) program requirements.

2. When requested by the ACUA, the Contractor shall complete CISP and SDP audits successfully.
3. The Contractor shall receive and process data files from those agencies collecting and securing the payment data internally.
4. The Contractor shall maintain financial and accounting records and supporting evidence pertaining to the contract in accordance with generally accepted accounting principles.
5. The Contractor shall understand and agree that all such reports, records, tapes, files or other materials developed or acquired by the Contractor as a specified requirement of the contract shall become the property of the ACUA.
6. All information supporting the contract and all tapes, files and data files maintained by the Contractor for such purposes shall be turned over to the ACUA, at no cost to the ACUA, upon request by the ACUA.
7. The Contractor must have security measures in place to protect the confidentiality of the information received and transmitted. In the event that the Contractor has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the services being provided under the contract, the Contractor must immediately suspend contract performance, and immediately notify the ACUA's Chief of Staff.
8. The Contractor shall not reveal or disclose all information provided by ACUA or obtained from the customer during the payment or collection process to any source or entity without prior written approval of the ACUA.
9. The Contractor shall provide for the disposal of all documents containing confidential information obtained pursuant to the contract. The destruction method for disposal must be approved by the ACUA.
10. The Contractor shall agree that all the information provided by the ACUA and all information obtained during the payment or collection process pursuant to the contract, shall not be used by the Contractor to create, in whole or in part, any mailing list, telemarketing list, other marketing list or research aid, or other data base to be sold or otherwise provided to any third party.
11. The ACUA and the Contractor shall exercise reasonable care to protect the confidential information of Contractors, Subcontractors, citizen end users, and the ACUA in accordance with all applicable laws pertaining to the contract. **(Contractor shall execute a Confidentiality Agreement before contract award).**
12. The ACUA agrees to use reasonable security precautions within its system, hardware and software to prevent the unauthorized or fraudulent use of the Contractor's system.

3.14 ACCESSIBILITY COMPLIANCE

1. All products provided by the Contractor shall comply with the applicable accessibility requirements of the IT accessibility standards.
2. The Contractor must abide by ACUA's web site standards and guidelines.

3.14.1 AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS:

The Contractor shall comply with Americans with Disabilities Act (ADA) requirements. This requirement includes, but is not limited to, provision of a system that is compatible with telephone devices for the deaf (TDD), also known as teletypewriters (TTY). Additional information may be found on the Americans with Disabilities Act website at <http://www.ada.gov/>, and on the United States Access Board web site at <http://www.access-board.gov/>.

3.15 ON-SITE TECHNICAL SUPPORT

If requested by the ACUA, the Contractor shall provide on-site technical support and onsite training for the following activities, including, but not limited to:

- During the conversion of the ACUA's existing payment gateway to the Contractor-supplied payment gateway solution.
- During the conversion of the ACUA's existing IVR application to the Contractor-supplied IVR solution.
- During conversion of the ACUA's existing point-of-sale (POS) equipment, whether through telephone line connections or connections over Internet Protocol (IP), to the Contractor supplied POS solution.
- During the implementation and maintenance of IVR, POS applications utilizing the Contractor-supplied solution.

3.16 Bid Guarantee/Security:

All bidders are required to submit a Bid Guarantee in the amount of \$10,000.00. The Bid Guarantee may be in the form of a Bid Bond (bidders must use the Bid Bond/Consent of Surety Form contained within these specifications), a Certified, or Cashier's check. Failure to do so will be cause for rejection of the bidder's Proposal.

A Performance Bond is not required for this Proposal.

4. State Purchasing Law Requirements

4.1 Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27. The mandatory equal employment opportunity language includes the following:

Goods, Professional Services and General Service Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal

employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American and Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

4.2 Business Registration

Note that all proposers must comply with the Business Registration requirements of the New Jersey Department of Community Affairs in accordance with **N.J.S.A. 25:32-44**. **Firms must submit prior to the award of the contract a copy of their New Jersey Business Registration Certificate. Failure to do so will be cause for rejection of the firm's Proposal.**

4.3 New Jersey Pay to Play Regulations

This contract will be subject to New Jersey Pay to Play regulations. Upon receipt of the current Candidate Committee List from the Atlantic County Clerk, the Authority will provide to the Contractor and the Contractor as soon as is reasonably possible

will complete and submit a Business Entity Disclosure Certification which will certify that the Contractor has not made any reportable contributions to a political or candidate committee in the County of Atlantic (1) in the previous one year; (2) and from January, 2014 to the date of award; (3) that the contract will prohibit the Contractor from making any reportable contributions through the term of the contract.

4.4 Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c.25, any person, or entity that submits a bid, or proposal or otherwise proposes to enter into, or renew a contract, must complete the Disclosure of Investment Activities in Iran Form contained herein.

4.5 Disclosure of Ownership Statement

Pursuant to Public Law 1977, c.33 any person, or entity that submits a bid, or proposal or otherwise proposes to enter into, or renew a contract, must complete the Disclosure of Ownership Statement contained herein.

4.6 General Insurance and Indemnity Requirements

See Attached

ATTACHMENTS:

1. Mandatory Equal Employment Opportunity Language
2. Disclosure of Investment Activities in Iran Form
3. Ownership Disclosure Statement
4. General Insurance and Indemnity Requirements
5. Proposal Form

ATLANTIC COUNTY UTILITIES AUTHORITY

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq.(P.L. 1975, C, 127)

N.J.A.C. 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: _____

Bidder Name: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder’s proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below: OR****
- I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Owner of the project are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and/or the Owner and that the State and/or the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ **Signature:** _____

Title: _____ **Date:** _____

ATLANTIC COUNTY UTILITIES AUTHORITY
DISCLOSURE OF OWNERSHIP STATEMENT

Every corporation and/or partnership submitting a bid/ proposal on public work is required by P.L. 1977, c. 33 to list the names and addresses of all stockholders and/or partners who own ten per cent (10%) or more of any class of stock in the corporation or interest in the partnership. If there are no such stockholders or partners, so state by indicating "NONE".

FULL NAME OF ENTITY: _____

LEGAL STATUS (CORPORATION, PARTNERSHIP, OTHER): _____

STATE OF CREATION OR INCORPORATION: _____

FEDERAL ID NUMBER: _____

PRINCIPAL BUSINESS ADDRESS: _____

PHONE: _____ FAX: _____

NAMES AND ADDRESSES OF PERSONS HOLDING GREATER THAN 10% INTEREST:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the above list is complete. If one or more of the above is itself a corporation or partnership, I have annexed hereto the names and addresses of all persons owning a 10% or greater interest in said corporation or partnership. CHECK HERE IF ADDITIONAL SHEETS ARE ATTACHED: ____ NUMBER OF SHEETS: _____

I certify that the foregoing statements made by me are true and that I am aware that if any statement made herein is willfully false I am subject to punishment.

Dated:

SIGNATURE

PRINT NAME AND TITLE

ATLANTIC COUNTY UTILITIES AUTHORITY

REQUEST FOR PROPOSALS FOR CREDIT CARD PROCESSING SERVICES

PROPOSAL FORM

NAME OF VENDOR: _____

The above-named vendor, having read and being familiar with the instructions and the Specifications, and intending to be legally bound hereby, submits the following proposal to the Atlantic County Utilities Authority:

I(we) will deliver all items and/or perform all work as set forth in the Specifications, without additional cost or exceptions of any kind, for the pricing set forth below:

Proposal Form - Card Present

Service Fees	Discount Percentage or Cost Fee	Frequency of Charge (Per Transaction; Monthly; or Yearly)
Interchange Fee (Card Present)		
Authorization Capture and Settlement Fee		
Cost + Percentage		
Monthly Statement Fee		
Regulatory Fee		
Fixed Acquirer Network Fee (FANF) - VISA fee		
Payment Card Industry (PCI) Data Security Standard - Industry Fee		
Transaction Integrity - For Questionable Credit Cards		
Batch Fee for Daily Closings		
American Express Authorization Fee		
MasterCard Licensing Fee		
Merchant/Gateway Fee		
Card Swipers		

REQUEST FOR PROPOSALS FOR CREDIT CARD PROCESSING SERVICES

PROPOSAL FORM

Proposal Form - Card Not Present

Service Fees	Discount Percentage or Cost Fee	Frequency of Charge (Per Transaction; Monthly; or Yearly)
Interchange Fee (Card Not Present)		
Authorization Capture and Settlement Fee		
Cost + Percentage		
Monthly Statement Fee		
Regulatory Fee		
Fixed Acquirer Network Fee (FANF) - VISA fee		
Payment Card Industry (PCI) Data Security Standard - Industry Fee		
Transaction Integrity - For Questionable Credit Cards		
Batch Fee for Daily Closings		
American Express Authorization Fee		
MasterCard Licensing Fee		
Merchant/Gateway Fee		
Card Swipers		

VENDOR MUST ACKNOWLEDGE RECEIPT OF ALL ISSUED ADDENDA.

All received addenda are listed below:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SIGNATURE

PRINT NAME AND TITLE