

**INVITATION TO BID
CREDIT CARD PROCESSING FOR THE MUSIC CITY CENTER
201 5TH AVENUE SOUTH, NASHVILLE, TENNESSEE 37203**

ITB # 110-2020

**Issued By:
The Convention Center Authority
of the Metropolitan Government of Nashville and Davidson County**

Pursuant to § 4.12.040 M.C.L., this solicitation document serves as the written determination of the Purchasing Department, that the use of competitive sealed bidding is neither practicable nor advantageous to the Convention Center Authority.
Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed bid process.

Issuance Date: November 2, 2020

Credit Card Processing for the Music City Center



**Bid Submission Date:
December 4, 2020 (3:00 PM Nashville local time)**

**Procurement Staff Contact
Jasmine Quattlebaum
Director of Purchasing
Convention Center Authority**

INVITATION TO BID

Credit Card Processing

I) INTRODUCTION AND OVERVIEW.....	4
II) SCOPE OF SERVICES.....	4
A. Scope Detail	4
III) SUBMISSION INSTRUCTIONS	5
A. Timetable.....	5
B. Inquiries.....	5
C. Submissions.....	6
D. Compliance with ITB.....	6
E. Response Format and Requirements.....	7
IV) SELECTION PROCESS	7
A. Selection Process.....	7
B. Evaluation of ITB.....	7
C. Selection Criteria.....	8
V) RULES AND GUIDELINES.....	8
A. Conflict of Interest.....	8
B. Requests for Clarification of Submission.....	8
C. Submissions and Presentation Costs.....	8
D. Validity of Submissions.....	8
E. Rejection of Submissions.....	8
F. Minor Irregularities.....	8
G. Americans with Disabilities Act.....	8
H. Non-Discrimination.....	9
I. Public Disclosure.....	9
J. Compliance with the Authority's Procurement Policy and Affidavit.....	9
K. Assistance to Small and Service-Disabled Veteran-Owned Business Enterprises.....	9
L. Compliance with the Authority's Procurement Nondiscrimination Program.....	9
M. Sustainability Requirements.....	9
N. Logos.....	10
O. Insurance Requirements.....	10
P. Right to Protest.....	10
VI) TERMS OF PURCHASE ORDER.....	10
A. Delivery and/or Installation.....	11

B. Electronic Payment.	12
C. Warranty.....	12
D. General.	13

NOTICE TO BIDDERS

This Invitation to Bid (ITB) has been posted to the Nashville Music City Center (Here in after “Music City Center” or “MCC”) website for your convenience. Addenda and attachments, if issued are also posted. It is the Bidder’s responsibility to ensure that the entire ITB package, in its latest version, is reviewed prior to submittal of a bid.

Solicitation amendments are posted on the Music City Center web site at (<http://www.nashvillemusiccitycenter.com/business-opportunities>) and attached to the individual solicitation listing as either a Microsoft Office product or PDF file.

Any alterations to the document(s) made by the Bidder, other than completing worksheets/forms, may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Convention Center Authority (here in after “the Authority”).

[The remainder of this page is intentionally left blank.]

I) INTRODUCTION AND OVERVIEW

A. Purpose and Opportunity.

The Authority is administering this ITB for qualified firms to submit bids for a full-service vendor experienced in the development, installation and operation of a credit card processing service that can process payments received in person, by phone, and over the internet for the Music City Center.

It is the Authority's objective to select the best-qualified firm who, in its opinion, will continuously provide top quality service, product quality, and generally create goodwill within this high-quality facility. The final decision of the Authority will be made in its overall best interest.

II) SCOPE OF SERVICES

The Music City Center desires the flexibility to accept credit card transactions using current industry standard. The figures within this solicitation are not guaranteed under this ITB or any contract resulting from it. The current merchant services provider allows the Music City Center (MCC) to authenticate the cardholder and use the card's magnetic strip to authorize and capture the transaction as well as manual entry of the credit card number.

A. Scope Detail

1. Provide additional POS terminals as needed
2. Ability to provide other services related to credit card processing, as necessary
3. Provide a competitively based discount for the processing of all four major credit cards: Visa, MasterCard, Discover, and American Express.
4. The service should allow the MCC to authenticate the cardholder and use the card's number, magnetic stripe or chip to authenticate the cardholder and to authorize and capture the transaction.
5. Deposit payments electronically into specified MCC bank accounts by merchant ID without a third party gateway. The float on MCC funds should be minimized
6. Provide online access to view daily transactions and account reconciliation/settlement reports by major credit card and by merchant ID. Web-based access to include but not be limited to:
 - (a) Transaction Details
 - (b) Daily Batch Reports
 - (c) Initiate Transaction Reversals
7. The merchant processing services must be compatible with the MCC's present equipment and software.
 - (a) Must process payments from Amano McGann equipment via Merchant Connect Multi Version 4.2 and 5.0x
8. Contractor must provide monthly statements per merchant ID that clearly summarizes all revenue related activity including all chargeback information by date and card type.
 - (a) All processing fees must be separate from revenue deposits.

- (b) The Statement deposit activity must match the actual deposit activity in the MCC's accounts.
- 9. Provide 24/7 technical support, and provide, at no cost to the MCC, on-site technical service as may be required in the event of operational difficulties related to transmission of daily transactions or any equipment/software failure or malfunction.
- 10. Be a company with at least five (5) years experience processing credit payment records transmitted for processing and settlement from major credit/debit card processing networks
- 11. Be compliant with all Payment Card Industry (PCI) security standards as established by the Payment Card Industry Standards Council.
- 12. Provide terminal IDs as needed for new or replacement processing equipment
- 13. Provide a complete listing of fees/costs to include but not limited to:
 - (a) Brand Interchange fees
 - (b) Payment Brand Assessment Fees
 - (c) Payment Brand Network Fees
 - (d) Payment Brand Fees
 - (e) Monthly Fees
 - (f) Authorization fees
 - (g) Initiation Fees
 - (h) Setup Fees

III) SUBMISSION INSTRUCTIONS

A. Timetable.

The following timetable should be used as a working guide for planning purposes. The Authority reserves the right to adjust this timetable in its sole discretion and without notice during the course of this ITB process.

Invitation to Bid Released	November 2, 2020
ITB Questions and Inquiries	November 12, 2020
Responses to Inquiries	November 18, 2020
ITB Response Due	December 4, 2020

B. Inquiries.

Direct all questions related to this ITB via email to mccpurchasing@nashville.gov with Credit Card Processing ITB in the subject line. The deadline for receiving questions and inquiries is indicated in Section II (A). All questions and inquiries will be reviewed and, and responses will be posted at (<http://www.nashvillemusiccitycenter.com/business-opportunities>) by the date indicated in Section II (A).

C. Submissions.

All submittals must be received no later than indicated in Section II (A). ITB must be submitted in a sealed envelope or via email. No submission will be accepted after the deadline. Incomplete or ineligible submissions will not be reviewed. Every effort will be made to ensure the safe handling of submitted materials; however, the Authority will not be responsible for any loss or damage.

Mailed submission should be sent by USPS (w/ tracking), UPS or FedEx to:

Jasmine Quattlebaum
Director of Purchasing/DBE
Music City Center
700 Koreans Veterans Blvd
Nashville, Tennessee 37203

Hand Delivery Submissions should be delivered to:*

Jasmine Quattlebaum
Director of Purchasing/DBE
Music City Center Administrative Offices
600 Koreans Veterans Blvd
Nashville, Tennessee 37203

***Must email Director of Purchasing 24 hours prior to delivery prior to deadline to Jasmine.Quattlebaum@nashvillemcc.com**

Email Submissions under 25 MB should be delivered to Music City Purchasing Department:*

mccpurchasing@nashvillemcc.com
cc: jasmine.quattlebaum@nashvillemcc.com

*** Confirmation of submission will be sent within 1 hour. If you do not receive a confirmation email, please email or call the Director of Purchasing: jasmine.quattlebaum@nashvillemcc.com or (615) 401 - 1445**

The Convention Center Authority will not accept bid responses submitted by fax.

Email Submissions over 25 MB should be delivered via We Transfer (www.wetransfer.com):

mccpurchasing@nashvillemcc.com

D. Compliance with ITB.

Submissions must be in strict compliance with this ITB. Failure to comply with all provisions of the ITB may result in disqualification. The Authority reserves the right to reject any bid and/or waive any formalities in the solicitation process. The Purchasing Agent does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid. Furthermore, each proposer should carefully examine this ITB and all attachments and exhibits. Each proposer shall judge for itself all conditions and circumstances having relationship to the bid. Each proposer will be responsible for taking such actions as they deem necessary or prudent prior to submitting a bid. Failure

on the part of any proposer to take such actions shall not constitute grounds for declaration of not understanding the conditions with respect to making its bid. Each proposer is responsible for reading and understanding this ITB, including, but not limited to, these instructions for submitting a bid. Proposer's failure or neglect to review any provided provisions of an agreement and the provisions of this ITB will not relieve such proposer of any contractual obligations contained in an agreement or required under the ITB. Proposer shall have no claim for relief based upon a lack of knowledge of the content or legal effect of any such provision.

E. Response Format and Requirements.

Mailed or hand delivered submittals should include one (1) original, two (2) copies, and one (1) electronic copy of the complete proposal response including any attachments,, on a WINDOWS PC compatible CD or flash drive (verify all files are on disc/flash drive prior to submitting proposal) of the following materials to the address set forth in Section II (C) (all text must be printed on single-sided pages):

1) Affidavit

Please read through Exhibit A in its entirety. Be sure to fill in all the blank spaces, as well as having this document notarized before returning with bid.

2) Official Bid Form

Please complete all of Vendor Information inside the box on the Official Bid Form. Please include Company name, Your Name, Title, Address, City, State, Zip, Telephone number, Fax number, and email address.

IV) SELECTION PROCESS

A. Selection Process.

The Authority is using the Competitive Sealed Bidding method of source selection, as authorized by (Section 3.2) of its Procurement Policy. The Authority may, as it deems necessary, conduct discussions with Responsive and Responsible Offeror(s) determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Award(s), if made, will be made to the Responsive and Responsible Offeror(s) whose proposal and qualifications are most advantageous to the Authority. Responses to this ITB will be evaluated by an evaluation committee appointed by the Director of Purchasing, in consultation with the Authority, (the "Evaluation Committee"). The Evaluation Committee shall be comprised of subject matter experts for the specific procurement. The Evaluation Committee may be City or Authority employees, consultants, employees of other governmental agencies or citizens with no business conflicts with the potential contractors. The Authority reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. Should a successful contract negotiation not be reached in a timely manner, the Authority reserves the right to select another proposer as the vendor.

B. Evaluation of ITB.

The Music City Center staff will first examine bids to eliminate those which are clearly non-responsive to the stated requirements. The Evaluation Committee will evaluate all responsive and responsible bids and qualifications based upon the selection criteria set forth herein. Other agencies and consultants may examine the proposals and qualifications. The evaluation committee will make recommendation(s) to the Authority's staff to consider. The Authority reserves the right to withdraw this ITB at any time, for any reason, and to issue such clarifications, modifications, and/or

amendments, as deemed appropriate. Receipt of a bid by the Authority of a submission of a bid offers no rights upon the offeror/proposer nor obligates the Authority in any manner.

C. Selection Criteria.

Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible offeror whose bid response meets the requirements and criteria set forth in this ITB.

V) RULES AND GUIDELINES

A. Conflict of Interest.

Proposers with conflicts of interest as outlined in the City's and the Authority's conflict of interest policies or otherwise are ineligible.

B. Requests for Clarification of Submission.

The Authority may check references to assist in the evaluation of any submission.

C. Submissions and Presentation Costs.

The Authority will not be liable in any way for any costs incurred by any developer or development team in the preparation of its bid in response to this ITB, nor for the presentation of its submission and/or participation in any discussions.

D. Validity of Submissions.

All bids shall be valid for a period of one (1) year from the due date of the ITB.

E. Rejection of Submissions.

The Authority reserves the right to accept or reject in whole or in part any or all ITB submitted.

F. Minor Irregularities.

The Authority reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of the Authority. Any such waiver shall not modify any remaining solicitation requirements or excuse the Offeror from full compliance with the solicitation specifications and other contract requirements if the Offeror is awarded a contract.

G. Americans with Disabilities Act.

The vendor shall assure to the Authority that all services (including but not limited to the design services, as well as any construction, repair, or other infrastructure improvements) made through the Agreement, if an award is made, shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule published in the Federal Register on July 23, 2004, as has been adopted by the City. Questions, concerns, complaints, requests for accommodation, or requests for additional information regarding the Americans with Disabilities Act may be forwarded to ADA Compliance Coordinator, Elisa Putman.

Individuals who need auxiliary aids for effective communication in the programs, services or activities of the Authority are invited to make their needs and preferences known to the ADA Compliance Coordinator. This notice can be made available in alternative formats through the office of the ADA Compliance Coordinator, Elisa Putman, Monday through Friday, 8:00 a.m. until 4:30 p.m.

H. Non-Discrimination.

It is the policy of the Authority not to discriminate on the basis of age, race, sex, color, national origin or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this ITB the proposer certifies and warrants it will comply with this policy. Notwithstanding any other provision of this ITB, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Authority's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Authority or in the employment practices of the Authority's contractors. Accordingly, all contractors entering into contracts with the Authority shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination. Further, the Authority prohibits discrimination. It is the policy of the Authority that they shall not discriminate in their employment practices by failing or refusing to hire or promote, or to discharge any individuals, because of the individual's race, religion, creed, gender identity, national origin, color, age, and/or disability.

Inquiries concerning non-discrimination policies should be forwarded to: Jasmine Quattlebaum, Director of Purchasing/DBE, Convention Center Authority, 201 Fifth Avenue South, Nashville TN 37203, (615) 401-1445.

I. Public Disclosure.

All submissions are considered public and subject to review upon request only after a successful Intent to Award Letter has been signed.

J. Compliance with the Authority's Procurement Policy and Affidavit.

Proposers shall assure to the Authority that it is and will be at all times in compliance with the Authority's Procurement Policy. Further, and as a part of the contract negotiation, the successful developer and/or development team shall submit a signed affidavit regarding compliance with laws, taxes and licensure, contingent fees and nondiscrimination. See Exhibit A.

K. Assistance to Small and Service-Disabled Veteran-Owned Business Enterprises.

It is the policy of the Authority to assist Small and Service-Disabled Veteran-Owned Business Enterprises in learning how to do business with the Authority. Furthermore, proposers are encouraged to maximize the usage of Small and Service-Disabled Veteran-owned businesses with respect to this project.

L. Compliance with the Authority's Procurement Nondiscrimination Program.

It is the policy of the Authority to promote full and equal business opportunities for all persons doing business with the Authority by increasing the purchase of goods and services from minority and women-owned businesses within the Nashville Metropolitan Statistical Area ("MSA"). Proposers shall assure to the Authority that it is and will be at all times in compliance with the Authority's Procurement Nondiscrimination Policy.

M. Sustainability Requirements.

Vendor must comply and participate in all MCC sustainability programs.

N. Logos.

Only the MCC approved logos will be utilized throughout the facility including, but not limited to uniforms, advertisements, business cards, brochures, proposals, etc. Other than legal requirements the name of the contractor will not be utilized.

O. Insurance Requirements.

The awarded supplier must have at minimum the following insurance coverage: General Liability and automobile liability policies must be endorsed to include Convention Center Authority of the Metropolitan Government of Nashville & Davidson County as an additional insured with respect to liability arising out of work or operations performed by on behalf of supplier. The following insurance(s) shall be required:

- Products Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if the supplier will be shipping to a receiving department of the Music City Center)
- General Liability Insurance in the amount of (\$1,000,000.00) dollars (if the supplier will be making on-site delivery).
- Automobile Liability Insurance in the amount one million (\$1,000,000.00) dollars (if supplier will be making on-site deliveries)
- Workers' Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Workers' Compensation Insurance is, at the time of this ITB, not required for companies with fewer than five (5) employees.)

P. Right to Protest.

Proposer is entitled to protest to the Director of Purchasing, as authorized by Section 7.1 of the Convention Center Authority Procurement Policy. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

VI) TERMS OF PURCHASE ORDER

The following terms and conditions are non-negotiable for POs originating from quotes, POs issued in response to Invitations to Bid (ITB) or Requests for Proposals (RFP) where no formal contract was developed. If the Purchase Order is issued as a release against a filed Contract, the contract's terms and conditions shall govern. Otherwise, the submission of a bid or proposal is a formal acceptance by the supplier of the Music City Center Terms and Conditions.

A. Delivery and/or Installation.

1. All goods or services furnished pursuant to this purchase order must be specified, and subject to the approval and inspection of the Convention Center Authority within a reasonable time after delivery at destination. Variations in goods or services from those specified in this purchase order must not be made without written Music City Center from the purchasing agent. Goods rejected will be returned at the Supplier's risk and expense.
2. The quantity of goods ordered or the price specified must not be exceeded without Music City Center being first obtained from the purchasing agent. No industry standard of "plus or minus X%" will be honored unless permitted in the solicitation and the offer in response to the solicitation so notes.
3. Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Offeror must indicate the best delivery date after receipt of order. Delivers resulting from this ITB are to be made during the normal working hours of the Music City Center. Time is of the essence and the offeror's delivery date must be specified and adhered to. Should the awarded offeror fail to deliver items on or before its stated date, the Convention City Authority reserves the right to cancel the order or contract. The award offeror(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
4. Fixed Prices: Prices will remain firm for the period of one year. Any price decreases announced by the manufacturer and provided to all customers shall also be provided to the Convention Center Authority. The Authority recognizes that certain parts may be discontinued within a short time period. Should this occur, the vendor may substitute higher quality or increased performance parts for the same price with the Authority's permission.
5. Nature of Contract: This is an indefinite quantity, indefinite delivery contract for up to sixty (60) months. The right is reserved to order such quantities of items or utilize services and at such dates during the term of this contract as are necessary.
6. Delivered items will not be considered "accepted" until an authorized agent for the Music City Center has, by inspection or test of such items, determined that they fully comply with specifications. The Convention Center Authority may return, for full credit and at no expense to the Convention Center Authority, and item(s) received which fail to meet the specifications as stated in this ITB.
7. The Music City Center is exempt from federal and state taxes. Upon request, the Music City Center will provide an exemption certificate to the awarded Offeror. Potential suppliers doing business with the Music City Center shall not be exempted from paying sales tax to their suppliers for material to fulfill contractual obligations to the Music City Center, nor shall any potential supplier be authorized to use the Music City Center Tax Exemption Number in securing such materials.
8. Music City Center will pay no freight or expense charges except by previous agreement in writing.
9. Music City Center assumes no liability for any goods delivered without a purchase order. All deliveries shall be made to 700 Korean Veterans Boulevard, Nashville, TN 37203 on or after the delivery date stated on the PO.

10. All deliveries made pursuant to this ITB and a contract award must be made pursuant to written purchase order of the Convention Center Authority Purchasing Agent. The Convention Center Authority assumes no liability for goods and/or services provided without a written purchase order from the Purchasing Agent. Unless otherwise specified in this ITB, delivery charges are to be prepaid and included in the bid price.
11. Vendor will be responsible for receipt of all products, unloading, inside delivery and protection of same, and coordinating delivery time with Music City Center at no additional cost to Music City Center.
12. Installation is required and shall be completed within the agreed time frame.

B. Electronic Payment.

1. Music City Center prefers the Contractor complete and sign the Metropolitan Government of Nashville & Davidson County form authorizing electronic payments to the Contractor, attached hereto.
2. Supplier self-service is provided for the ACH payments. It is the Supplier's responsibility to access Metro's supplier self-service website.
3. All payments are preferred to be made by established ACH. To ensure timely receipt of payment, clearly reference the Purchase Order on the Invoice. Only one purchase order may be referenced on an invoice although there may be multiple invoices referencing the same PO number if there are multiple shipments or multiple milestone payments on a PO.
4. Vendor is encouraged to become registered with the Metropolitan Government as a vendor.
5. There will be no other charges or fees for the performance of this contract. Music City Center will make reasonable efforts to make payments within thirty (30) days of receipt of invoice but in any event shall make payment within sixty (60) days. Music City Center will make reasonable efforts to make payments to Small Businesses within fifteen (15) days of receipt of invoice but in any event shall make payment within sixty (60) days.
6. Payment will be made by the Metropolitan Government after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

C. Warranty.

1. Contractor warrants that for a period of one (1) year from date of delivery and/or installation, whichever is later, the goods/services provided shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.
2. During the warranty period, Music City Center may, at its option, request that Contractor repair or replace any defective goods by written notice to Contractor. In such event, Contractor shall repair or replace the defective goods, as required by Music City Center, at Contractor's expense, within thirty (30) days of written notice. Alternatively, Music City Center may return the defective goods, at Contractor's expense, for a full refund. Exercise of either option shall not relieve Contractor of any

liability to Music City Center for damages sustained by virtue of Contractor's breach of warranty.

D. General.

1. The terms and conditions of this purchase order must not be changed by Supplier. If the purchase order, in response to your offer, is not acceptable, return to the Director of Purchasing. Failure to deliver or to comply with any of the terms and conditions of this purchase order or any contract or ITB upon which this purchase order is based, may disqualify the Supplier, and may result in the cancellation of this purchase order, ITB or contract and damages being charged to the Supplier. Suspension and Debarment may also be determined by the Director of Purchasing to be warranted.
2. All bid responses must be typewritten or written legibly in ink and signed by an individual authorized to bind the offeror. Properly notarized signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs, type overs, and other modifications must be initialed. Offerors are cautioned to verify their bid response prior to submission. Bid responses may only be withdrawn under the limited circumstance stated in 3.2.5 of the Convention Center Authority Procurement Policy.
3. Any changes made to this bid document may delay any contract award and execution. Additionally, charges made to this bid document may disqualify the bid response as non-responsive.
4. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident.
5. Substitutions will not be permitted unless specifically provide for in this ITB. If this ITB specifies that substitutions are permitted, any particular manufacturer, brand, model make or detailed description set forth in the specifications is for descriptive purposes only and a offeror may substitute articles so long as they are of similar character, quality and design as that specified, and will serve the purpose for which the article is used equally well as that specified. If bidding a substitute article, an offeror must provide the manufacturer's name and catalogue reference, specifications for the substitute article, and/or other information that will enable the Director of Purchasing to make the determination of similarity, serviceability and suitability of the substitute.
6. The Convention Center Authority reserves the right, through the Director of Purchasing/DBE to be the sole judge in making such determination. **UNLESS THIS ITB SPECIFIES THAT A SUBSTITUTE ARTICLE IS PERMITTED, IT IS UNDERSTOOD THAT THE ARTICLE TO BE PROVIDED BY THE OFFEROR, IF SUCCESSFUL, WILL BE OF THE SAME MANUFACTURE, BRAND, MODEL, MAKE AND/OR WILL MATCH THE DETAILED DESCRIPTION SET FORTH IN THE SPECIFICATIONS.**
7. Where more than one item is listed, any item(s) no bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item. If no items are bid on, the "Statement of No Bid" for that item. If no items are bid on, the

“Statement of No Bid” should be returned, with the envelope plainly marked “No Bid” with the bid number.

8. A offeror desiring to bid “No Charge” must so indicate; otherwise the bid will be construed as incomplete and may be rejected.
9. Offerors are cautioned that any condition, qualification, provision, or comment in its bid response, or in other correspondence transmitted with their bid response, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this ITB, shall be sufficient cause for the rejection of its bid response as non-responsive.
10. The Supplier shall not assign, transfer, convey or otherwise dispose of the purchase order, or the right, title or interest in or to the same or any part thereof, without the prior written consent of the Director of Purchasing/DBE, and the Supplier shall not assign by power of attorney or otherwise any of the moneys to become due and payable under the purchase order. Breach of this provision shall be a material breach.
11. It is understood that it is necessary for the Music City Center to have a continuous and uninterrupted flow of supplies and materials and the Supplier must furnish and make the deliveries accordingly.
12. The purchase order is subject to all charter and code provisions of the Metropolitan Government of Nashville & Davidson County (Metro Government). It is hereby agreed that the provisions of all ordinances and resolutions of the Metropolitan Government relating to Suppliers are hereby made a part of the purchase order.
13. Should Supplier fail to fulfill, in a timely and proper manner, its obligations under the purchase order, or if it should violate any of the terms of the purchase order, the Director of Purchasing/DBE shall have the right to immediately cancel the purchase order. The Director of Purchasing/DBE may cancel the purchase order at any time, with or without cause, upon sixty (60) days written notice to Supplier. Should funding for the purchase order be discontinued, the Director of Purchasing/DBE shall have the right to cancel the purchase order.
14. The Director of Purchasing/DBE, at its options, and in lieu of immediate cancellation, may request that the Supplier repair or replace any defective goods by written notice to Supplier. In that event, Supplier shall repair or replace the defective good(s) within thirty (30) days. Exercise of this option shall not relieve Supplier of any liability to the Music City Center for damages sustained by virtue of Supplier’s breach.
15. The Purchase order may be modified only by PO change amendment executed by all parties.
16. No waiver of any provision of the purchase order shall affect the right of any party thereafter to enforce such revision of to exercise any right or remedy available to it in the event of any other default.

17. Supplier agrees that, in the event either party deems it necessary to take legal action to enforce provisions of the purchase order, and in the even Music City Center prevails, Supplier shall pay all expenses of such action including Music City Centers attorney fees, expert fees and costs at all stages of the legal action.
18. The purchase order sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
19. The validity, construction, and effect of the purchase order, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Venue in any action arising under this purchase order shall be Davidson County, Tennessee.
20. Should any provision of the purchase order be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the purchase order.
21. Supplier, in determining the prices and/or amounts of the purchase order, shall not collude with any other person, firm, corporation, or association in arriving at said prices and/or amounts or in any way violate the terms, conditions, and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).
22. Supplier agrees to indemnify and hold the Metropolitan Government, its officers, agents, and/or employees harmless from and against any and all lawsuits, damages, and expensed, including court cost, expert fees, and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the Metropolitan Government, its officials, agents, and/or employees for damages because of bodily injury, death, and/or property damages arising out of or in consequence of this purchase order to the extent that such bodily injuries, death, and/or property damages are attributable to the acts or omissions of the Supplier and/or the Supplier's officers, agents, and/or employees.
23. Supplier, by accepting and honoring this purchase order, makes the following affirmative declaration and statement as of the date said purchase order is honored to wit:
 - Taxes and Licensure. Supplier states that Supplier has all applicable licenses, including business licenses. Affiant states that Supplier is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. §4.20.065.
 - Nondiscrimination. Supplier affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. With regard to all aspects of this contract, Supplier certifies and warrants it will comply with this policy. M.C.L. §4.28.020.

- Employment Requirement. Suppliers declares that neither the prime, subcontractors, sub-consultants, nor providers of day laborers, employ any person who is not a legal resident of the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060.
- Contingent Fees. It is a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a Music City Center contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. The Supplier affirms that they have not retained anyone in violation of the foregoing. M.C.L. β4.48.080.

[The remainder of this page is intentionally left blank.]



EXHIBIT A Affidavit

State of _____ County of _____

As used herein, "Offeror" will include artists, bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Authority's Procurement Policy and the Metropolitan Government's Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a contract with the Authority upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, national origin, color, age, and/or disability and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. Contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 201__.

Notary Public

My commission expires: _____



EXHIBIT B Product Specifications

Please see specifications for Credit Card Processing listed below.

INFORMATION REQUIRED OF PROPOSER

A. Fees and other charges

Respondents must provide a merchant fee schedule based on the activity and volume as describe in the Cost of Services Form (Exhibit C) If necessary, each fee can be annotated with comments and additional worksheets on a separate page. Respondents should structure their Cost of Services form as they deem appropriate. The purpose is to have a clear understanding of the company's pricing structure and all fees incurred including base fees (interchange and assessments), mark- ups and other fees.

The fees and charges presented in this proposal shall remain firm for one year and renewed on the same terms and conditions for the term of the contract with the following exceptions that shall be adjusted to reflect increases or decreases in all applicable rates, fees, and assessments established by MasterCard and Visa Interchange rates. The merchant service provider shall notify the MCC thirty (30) days prior to the effective date of any changes in service fee. Fees not identified by the contractor in their original proposal shall not be considered at any time during the remaining tenure of the contract.

B. Contractor's Capabilities

Respondents must provide information, regarding service capabilities, as requested below:

Merchant Credit Card Processing

1. Describe your company's authorization method, list and describe alternative authorization methods. What are the procedures to reverse an incorrect authorization? Describe the monitoring and notification process if a transmission fails.
2. Describe the security measures used to prevent unauthorized user access to the system or data. If applicable, please indicate if there has ever been a compromise to any credit card systems or application through a security breach. If yes, explain the process your company took to notify customers, the steps taken to protect the customer's data and the safeguards put in place to prevent it in the future.
3. Can you provide next day settlement for Visa, MasterCard, AMEX and Discover network transactions? What is the latest time that sales transactions can be transmitted to meet these settlement times?



EXHIBIT B (cont.) Product Specifications

4. How is settlement made by your organization (direct account debit, ACH, or invoice)? Please provide details. Please describe how settlement amounts will be listed on the bank statement. Will they appear as one lump sum (meaning one amount for Visa, MasterCard, and Discover, one amount for AMEX)?
5. Describe your process to ensure that transactions qualify for the lowest interchange category.
6. Describe your procedures to correct duplicate transactions.
7. Describe any limitations on the number of files/transactions:
 - a) Number of transactions contained in a batch?
 - b) Number of files transmitted daily?
 - c) Transaction/Refund amount limits
8. Are credit card charge backs or other debit adjustments netted from daily proceeds, or are they debited separately? Please describe your chargeback process in detail.

Online Information Reporting System

9. Describe all reports available and the software used to receive and view reports. Provide an overview of reporting cycles, procedures, and capabilities. Provide a sample of each detail and summary report available or a link to sample reports online.
10. Define the download capabilities, level of customization, and drill down capabilities available on online reporting and reports. Describe the daily and/or monthly reconciliation reports available to the merchant and provide sample reports. The following categories need to be defined:
 - c) Standard reports (transaction reports, funding reports, etc.)
 - d) Special reporting capabilities
 - e) Level of detail available
 - f) Retrieval capabilities
 - g) Imaging capabilities
 - h) Reporting frequency



EXHIBIT B (cont.) Product Specifications

11. If multiple merchant numbers are used describe how multiple merchant numbers are reported and the flexibility afforded the merchant for customizing the reports. Can the merchant “roll up” specified groups for reporting independent of other groups?
12. Describe your capability to store and retrieve transaction information, including signatures for bank card transactions? Provide details.

Card Acceptance/Interface Processing

13. Describe the hardware necessary for acceptance of credit and debit cards (a) with card present, (b) when card not present, (c) via e-Commerce (internet), and (d) pin- based debit.
14. Describe all available equipment your firm provides clients for processing. Does the firm provide this equipment on a lease or purchase basis? Do you offer an equipment maintenance plan? If so, what is the turnaround time and costs involved?
15. Describe in detail how your firm can process transactions from various gateways. Provide a list of all payment gateways supported and address all fees for setup, monthly recurring charges and per transactions fees on the Cost of Services Form.

Third-Party Processing

16. Do you rely on third parties to process your merchant credit card transactions? If so, explain and provide the years of service you have been doing business with them and describe your relationship with your third-party processor.
17. Describe in detail how your services are integrated with third party software, websites and gateways. Do you have experiences working with (MCC integrated software)?
18. Identify your payment gateway provider and the number of years you have had a relationship with them.

Payment Card Industry Data Security Standards

19. Describe your PCI-DSS compliance status and program. How do you maintain your compliance with the PCI standards?
20. Is your organization and all of your contractors, subcontractors and third-party processors, in compliance with all applicable PCI DSS standards? Have you been certified as compliant by a qualified third-party assessor? Please name the assessor.
21. What is your role in supporting merchant PCI compliance and how do you help a client like the MCC maintain its compliance?



EXHIBIT B (cont.) Product Specifications

Alternative Payment Services

22. Discuss optional and alternative payment services that you believe may help the MCC expand merchant credit card payment options for its departments?

A few alternative payment options that are of interest are:

a) Mobile Payments

1. Does your mobile reporting service work on the iPhone, Android Phones and/or other devices?
2. What software (names and version numbers) is required to use your mobile reporting services?
3. How many customers do you have using your mobile merchant card processing product? How many transactions are you processing monthly? How many dollars are processed monthly?

Implementation

23. Provide a detailed description of the implementation process, including testing and a suggested Implementation Schedule. The Implementation Schedule must outline the milestone dates to accomplish and should include detailed tasks, dates and resources assigned and identified for each milestone.
24. Describe support provided during implementation, including training, technical assistance, user manuals and on-site visits.
25. Describe support provided after implementation.



EXHIBIT C
Official Bid (OB)

Instructions:

- Bids should be submitted by the time and date specified above.
- The vendor should provide the information below.

MAILING ADDRESS:	BID OPENING LOCATION:
Music City Center 700 Korean Veterans Blvd Nashville, TN 37203	Music City Center 600 Korean Veterans Blvd Nashville, TN 37203

VENDOR INFORMATION	
Company Name:	
Name (type or print):	Title:
Address:	
City:	State: ZIP Code:
Telephone Number:	Fax Number:
E-Mail Address:	

NAME OF BIDDER:

EMAIL:

PHONE:

In submitting this bid, proposers represent: A) that the proposers has examined and carefully studied the Bidding Documents; and B) that all components and parts are accounted for and included to complete the product and specification requirements.

Print Name

Date

Authorized Signature

Date



EXHIBIT C (cont.) Official Bid Price Sheet

1. Based on the projected monthly volume for one account shown below, please provide the monthly fee.
 2. If necessary, each fee can be annotated with comments or additional worksheets on a separate page.
- Respondents should structure their Cost of Services form as they deem appropriate. The purpose is to have a clear understanding of all fees incurred, including base fees (interchange and assessments), mark-up fees, recurring monthly flat charges and other charges.

Town of Normal Utility Web							
			BASE FEES		MARK-UPS		TOTAL MONTHLY
Type of Fees	VOLUME	SALES	RATE	PER TRANS	RATE	PER TRANS	COSTS
TRANSACTIONAL	Per Month Estimate						
Visa	14,951	\$246,683					
MasterCard	1,759	\$29,022					
Discover	528	\$8,706					
American Express	352	\$5,804					
TOTAL	17,590	\$290,216					
FLAT FEES							
Monthly Maintenance							
Online Access Fee							
Statement Fee							
Terminal Fee							
PCI Fees							
Batch Fee							
Address Verification Service							
Other: please list individually							
TOTAL							
TOTAL MONTHLY FEE							
OTHER FEES (if applicable)							
Chargeback Fee							
Other: please list individually							
ONE TIME FEES							
Setup Fee							
Terminal Equipment/Supplies							
Computer Programming							
Annual Fee							
Monthly minimum Fee							
Other: please list individually							