

**City of Minneapolis Impound Lot
51 Colfax Avenue North
Minneapolis, MN 55405
January 25, 2005**

**Request for Proposal
for Check Verification/Guarantee Service**

The purpose of this Request for Proposals is to solicit proposals from qualified Proposers for providing an electronic approval process for checks accepted at the City of Minneapolis Impound Lot. This service will enable the Impound Lot to accept a check from the customer, present the check to an automated check reading device, and allow verification of the check. The Proposer will make a decision to accept or deny payment for the check based on its database, and electronically submit a response to the Impound Lot, and guarantee payment on all approved checks.

The checks to be verified are typically personal checks written by private parties and some company checks to release towed and impounded vehicles, or to make payment for the purchase of an auctioned vehicle.

During 2004, approximately 7,800 checks with a total face value of \$1,800,000 were received at the Impound Lot.

Section I

Scope

This service shall include the following:

1. The Proposer shall efficiently process personal and company checks, through the use of a Check Reader provided by the Proposer, (communication lines provided by City of Minneapolis).
2. The on site service must provide six terminals accessing a database that captures check activity, and compare the check presented to the database for verification.
3. Selected Proposer shall provide customer service, support, and on site repairs at the Impound Lot within 24 hours of notification of repair needs or service delivery problems.

4. The Proposer shall provide electronic approval/disapproval for checks, personal or company, 24 hours a day, 7 days a week, in less than 60 seconds.
5. The Proposer shall provide, at City request, three on-site training classes, four hours per class, on proper usage of the check verification process and check acceptance equipment.
6. The Proposer shall fully warrant and guarantee the full face value of all verified checks. The Proposer shall reimburse the City of Minneapolis for any checks approved for which the City has failed to promptly receive funds for reasons of insufficient funds, forgeries, non-existent accounts, closed accounts or stop payments.

Project Tasks

The Proposer must install and maintain a check verification and guarantee service at the City of Minneapolis Impound Lot, ensuring appropriate and timely operation. Wiring and cabling shall be provided by the Proposer in accordance with State and City of Minneapolis electrical standards and codes.

Project Schedule

The City will require a completed contract prior to the incurring of any costs for this check verification service.

The initial term of the City contract will be for two years and terminate on June 30, 2007. The contract will allow the City and selected Proposer the ability to arrange for an additional three year term.

Proposal Due Date

Proposals must be submitted by February 28, 2005 to the City of Minneapolis, Public Works Department.

City of Minneapolis, Traffic Division
33 N. 9th St.
Minneapolis, MN 55403
Marked: "Impound Lot RFP"

Proposals must be received by 4:30 pm local Minneapolis time on the due date.

Department Contact

Questions about this RFP shall be delivered in writing no later than February 11, 2005 to:

Scott Wellan
33 N. 9th St.
Minneapolis, MN 55403

The City shall respond to all questions in writing. Response to questions and any clarifications to be offered to this RFP shall be mailed no later than February 18, 2005.

Warranties

The City of Minneapolis makes no warranties about the suitability of various areas within the Impound Lot for placing of terminals, hanging of communication lines (if needed) or for access to utilities, storage or any support needed by the selected Proposer.

The selected Proposer must rely on its own resources to test, measure, and otherwise determine the suitability of the Impound Lot for the installation, use, and maintenance of its equipment and its subsequent use by City employees. Site visits to the Impound Lot for the sake of testing and measurements can be arranged by contacting Supervisor of Impound Lot at (612) 673-5719.

The City of Minneapolis prior to the onset of any modification or installation work must approve all requirements for modifications as well as any installation plans in writing.

Submittals

To allow for easier comparison of proposals during evaluation, the following format of the RFP submittal by the Proposer must be followed:

- A. Experience and Capacity - Describe background and experience demonstrating ability to provide required services. Include any other abilities that may enhance or improve the check acceptance and guarantee process at the Impound Lot.
- B. Cost - Indicate proposed cost of service, including: how determined; rates; direct costs and billing schedule. Submit a separate cost for any services not described in this RFP that may enhance the Impound Lot functionality.
- C. Process Definition – Describe the time it takes for the City to receive an electronic response from the Proposer. Break down the specific operations that must be performed by the Cashiers at the Impound Lot, from the moment the Cashier accepts the written check of the customer, to receipt of acceptance/decline of the check from the Proposer, including the time for each process.

- D. References - List references from contracts similar in size and scope.
- E. Personnel Listing - Show involved individuals with resumes and specific applicable experience. Subcontractors should also be listed. Identify location of sales and service representatives.
- F. Guarantee - Describe check guarantee process and policies, including a detailed description of what checks will be guaranteed, and when payment will be submitted to the City of Minneapolis if a guaranteed check fails to clear.
- G. RFP Submittal- Write the title "Impound Lot RFP" on the front of the envelope.

Evaluation Criteria

An evaluation committee will be selected that includes: representatives from the issuing department, representatives from other departments who may be involved in the project, and any other individuals with specific expertise in the project subject matter.

Consideration will be given to:

- A. Quality, thoroughness and clarity of proposal.
- B. Qualifications and experience of staff. Reviewal of references.
- C. How well the scope of services offered meets department objectives.
- D. Financial responsibility and capacity of company.
- E. Small Business Enterprise participation.
- F. Cost of Services Proposed.

Section II

1 City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in this Request for Proposal, or the respondent's reply based on the component prices submitted. The City also reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from completing the project.

2 Interest of Members of City

The contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3 Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including without limitation Minnesota Statutes, Section 181.59 and Chapter 363 and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

Requests for waivers of Affirmative Action/Small & Underutilized Business goals should be addressed to the Civil Rights Department.

4 Non-Discrimination

The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be 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 shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Minneapolis Code, Chapter 139.

5 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract. The Contractor and its contractors shall secure and maintain the following insurance:

- a) Workers Compensation insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

- b) Commercial General Liability insurance with limits of at least \$500,000 general aggregate, \$500,000 products - completed operations \$500,000 personal and advertising injury, \$500,000 each occurrence \$50,000 fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.
- d) Professional Liability Insurance providing coverage for the claims that arise from the errors of the Contractor or its consultants, omissions of the Contractor or its consultants, failure to render a professional service by the Contractor or its consultants, or the negligent rendering of the professional service by the Contractor or its consultants in the amount of \$500,000 each occurrence and \$500,000 annual aggregate, The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty- (30) date written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if allowable under this contact, to comply with these provisions.

6 Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation) without the prior written approval of the City, provided, however, that claims for money due or to income due to the contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City.

7 Compliance Requirements

All contractors hired by the City of Minneapolis are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment

advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires contractors associated with the City of Minneapolis to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minn. Stat. C. 363.

In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, and the contractor may be declared ineligible by the Minneapolis City Council from any further participation in City contracts in addition to other remedies as provided by law.

8 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

9 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, contract termination procedures will be initiated.

10 Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance as the Contractor is an independent contractor.

11 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the contractor to fully perform, in any respect, all of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

12 Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

13 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by normally accepted accounting practices to properly account for expenses incurred under this contract.

14 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property. Records for any displaced person must be kept for three years after receiving final payment.

15 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

16 Inspection of Records

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

17 Living Wage Policy

All contractor employees will be paid at least a living wage. The definition of a Living Wage is at a minimum 110 percent of the current year federal poverty level for a family of four as provided by the federal Department of Health and Human Services for a contractor that does not supply employer-paid health insurance and 100 percent for a contractor that does supply employer-paid health insurance.

18 Small Business & Underutilized Business Program

The contractor shall comply with the Small & Underutilized Business Program, Minneapolis Code of Ordinances Chapter 423, established by the City Council on June 25, 1999. The contractor shall make and document every reasonable effort to include certified small businesses, including companies owned by women and minority persons, as part of their service team. List of certified businesses can be obtained by contacting the Small & Underutilized Business Program at 612 673-2272 or the CERT web site at (<http://www.impactcorp.com/cert>).