

FORMAL BID

FILE NO.4006A
COMMODITY: INTERNET ELECTRONIC
PAYMENT PROCESSING (RE-BID)
BIDDER'S FED. ID. .: _____

TO: Cynthia H. Griffin, Purchasing Agent
City Hall, Cambridge, MA 02139
PH: (617)349-4310 FX: (617)349-4008

ITEM/SCHEDULE
TERM OF CONTRACT
OPTIONS
PERF. BOND PYMT BOND
INSURANCEYES NO

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **THURSDAY, NOVEMBER 30, 2006** which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **THURSDAY, DECEMBER 14, 2006.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Formal Bid and all attachments hereto.

The envelope containing the bid must be labeled: "This envelope contains a bid for **INTERNET ELECTRONIC PAYMENT PROCESSING (RE-BID) opened at 11:00 a.m. on THURSDAY, DECEMBER 14, 2006.**

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

This bid includes addenda numbered _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____

FAX NUMBER: _____

Please check one of the following and insert the requested information:

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual. _____

NAME OF BIDDER: _____ 1

GENERAL TERMS AND CONDITIONS

- LAWS:** All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
- EQUAL OPPORTUNITY:** The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
- TAXES:** Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
- QUANTITIES:** Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
- BID PRICES:** Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
- DELIVERY AND PACKAGING:** Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.
- MODIFICATION OF BIDS:** Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
- REJECTION OF BIDS:** The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
- AWARD OF CONTRACT:** Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
- INDEMNITY:** Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
- TERMINATION OF CONTRACT:** Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
- ASSIGNABILITY:** The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

TO: Cynthia H. Griffin, Purchasing Agent
City of Cambridge Purchasing Department

The undersigned hereby proposes to provide Web based Internet Electronic Payment Processing for the City of Cambridge Finance Department for a period of one year with two one year options to renew at the sole discretion of the awarding authority, all in accordance with the following proposal schedule and the attached specifications. The payment and performance obligation for each succeeding year of the multi-year contract will be subject to the appropriation and other available funds.

One award will be made as a result of this formal bid. Prices must remain FIRM during the entire contract period. An award will be made to the responsive and responsible bidder offering the lowest total price.

Contract will be awarded within forty-five days of the bid opening, unless award date is extended by consent of all parties concerned.

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

A sample contract is attached hereto.

NOTE: In accordance with the City's recycling policy, these bid pages are printed on both sides.

PLEASE SUBMIT YOUR BID IN TRIPLICATE

Except as otherwise provided in Article V of the Articles of Agreement, the City may terminate the contract upon seven (7) days' notice.

Questions concerning the IFB must be submitted in writing by Wednesday, December 6, 2006. All questions can be faxed to the Office of the Purchasing Agent at 617-349-4008.

CITY OF CAMBRIDGE FINANCE DEPARTMENT
Internet Electronic Payment Processing

The City of Cambridge (the City) is soliciting bids for web-based electronic payment processing from qualified vendors. The City intends to collect various payments via the internet (pay-on-line) from customers using e-checks, credit cards or debit cards. The electronic payment application must provide the necessary technology to process credit card transactions and electronic checks and must integrate with the City's systems as described in the scope of services.

SCOPE OF SERVICES SPECIFICATIONS

The successful bidder must provide all of the services listed below in "Project Specific Elements."

A. Functionality

The successful proposer will provide and maintain electronic payment processing that meets the following criteria:

1. Secure data during its transmission and storage. Data protection during transmission via SSL with 128 bit encryption or better .
2. Allows credit card, debit card and e-check payments
3. Separate merchant accounts for each tax, charge or fee type.
4. Transaction and merchant fees paid may be paid either by the consumer (convenience fee) or billed directly to the City.
5. All convenience fees must be processed as a separate and unique transaction and not imbedded in total amount paid.
6. Payment transactions processed with "real-time" authorizations.
7. Provide a confirmation number for every successful payment
8. Scale to meet peak demand of seasonal collections cycles.
9. Provide on-line, secure payment tracking.
10. Notification by e-mail to the consumer and the City of all charge backs.
11. Financial reports of all payments; reports available on-line.

12. Audit trail of a transaction through the entire payment cycle.

13. Must provide means of integration with internal applications via documented and delivered APIs or Web Services.

B. Payment Validation

1. Check validation: The vendor must provide a check validation service
2. Check authorization: The vendor must provide check authorization service
3. Credit card authorization: The vendor must provide real-time credit card validations.

C. Payment Processing

1. The City's primary bank is Citizens Bank. All funds received via the on-line payment system must be deposited at Citizens Bank.
2. ACH transactions processed by 5 p.m. (EST) will be available to the City the next business day.
3. Credit card transactions received by 5 p.m. (EST) will be processed for settlement that night, and funds will be available to the City within 2 business days.
4. Credit card payments must post to city's bank account as a daily batch by merchant account. City will have several separate merchant accounts.
5. E. E-check must post to city's account as a daily batch. The batch amount must tie to one day of e-check receipts. Real-time feedback on payment on payment confirmation, authorization and transaction information (e.g. account #, permit #, invoice #, etc).
6. Notification by e-mail to the consumer and the City of all charge backs within 2 business days. Notification will include payer's name, date of payment, payment type (i.e. e-check, credit card), and payment amount.

D. Reports

Payment processor component must provide a report which lists each payee name, payment transaction type (credit card, debit card or ACH), payment description (i.e. receivable type and account number or fee type), amount paid. Report must allow date parameters and be sorted by merchant account. Report must subtotal by receivable type (or permit type) and by payment type. If convenience fees charged, convenience fees must be subtotaled separately.

E. Training and Customer & Technical Support

1. Vendor will provide training user, administrative and development training as well as documentation for City of Cambridge technical staff prior to go-live date.

F. Project Schedule

1. Implementation must begin within 6 weeks of date contract is signed.

QUALITY REQUIREMENTS

Please answer each of the following Quality Requirements by checking either YES or NO. Failure to respond to every item or a “NO” response will result in the rejection of your bid.

1. The vendor is compliant with Payment Card Industry (PCI) Data Security Standard and has evidence of a successful quarterly scan report from a certified scanning vendor (most recent quarter) as well as a compliant annual self-assessment questionnaire.

YES _____ **NO** _____

2. The vendor supports payments using VISA, and MasterCard and branded debit cards (MasterCard and VISA) as well as electronic checks.

YES _____ **NO** _____

3. The vendor has at least two government clients with a minimum of 3 years transaction history

YES _____ **NO** _____

4. Data is protected during transmission by Secure Socket Layer with 128-bit encryption or better

YES _____ **NO** _____

5. The vendor software can integrate with external applications through ColdFusion API's or web services.

YES _____ **NO** _____

6. Transaction and merchant fees may be paid either by the consumer or billed directly to the City. If paid by the consumer, the convenience fee must be processed as separate and unique transaction amount and not imbedded in total amount paid.

YES _____ NO _____

7. The vendor provides real-time authorizations for credit card payments, and performs check validation and real time authorizations for e-check payments.

YES _____ NO _____

8. The vendor web-interface can be customized to match the city's look and feel and can quickly and easily be changed by the City without intervention from the vendor.

YES _____ NO _____

9. The Vendor system is available 24 hours per day, seven days per week and maintains monthly system availability of 99.5% (excluding scheduled downtime).

YES _____ NO _____

BID SUBMISSION REQUIREMENTS

Failure to submit documents requested may result in the determination that your bid is non-responsive unless the City deems such failure to be a minor informality.

1. The bidder shall provide excellent references (names, addresses and telephone numbers) from three or more clients with at least two governmental clients . Two of the references must be current customers for whom the bidder is providing services similar to those outlined. In addition to the references the City reserves the right to use itself as a reference.

2. The bidder shall submit documentation that shows they are compliant with Payment Card Industry (PCI) Data Security Standard. **The documentation must be a Certificate of Compliance from a third party auditor and a completed compliance questionnaire for the most recent quarter.**

File No. 4006A- Rebid.

Price Summary—Non Convenience Fee Option (City pays full cost)

Description	Cost per Unit	Annual Units	TOTAL
Implementation Fee per application (1 time fee)	\$	3 applications	\$
Monthly Service Chg	\$	12	
Electronic Check /ACH Processing			
First Presentment	\$	1,000	
Returned Items	\$	10	
Redeposit of Returned Items	\$	10	
Check validation/authorization	\$	1,000	
Credit Card Processing			
Per transaction fee*	\$	15,000	
Chargebacks	\$	10	
TOTAL:\$			

The City will calculate lowest bid price based on information provided above.

* The City will pay Visa and Mastercard Interchange Fees (% rate plus per item transaction cost) based on the qualification of the respective transactions and card type utilized. Since this is a pass through cost, it is not part of the price summary. The City will not accept a price proposal that includes additional basis points added to the Interchange rate.

FOR INFORMATIONAL PURPOSES

Alternate Price Summary—Convenience Fee Option (Customer pays)

Description	Cost per Unit
Implementation Fee	\$
Monthly Service Chg	\$
Electronic Check /ACH Processing	
Convenience Fee Paid by Customer	\$
Check validation/authorization	\$
Credit Card Processing	
Convenience Fee Paid by Customer	
Transaction Fee	\$
Rate:	%

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

**Americans With Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the bidder is receiving federal funds.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Print Name of person signing bid)

(Signature & Title)

Name of Company

Address

City State Zip Code

**City Of Cambridge
Articles Of Agreement
For Services SAMPLE, SAMPLE,
SAMPLE**

Commodity:
File Number:
State Contract:

This agreement is made and entered into this _____, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____, existing under the laws of the State of _____ ("the Contractor").

Address:
Telephone, Fax, E-mail:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and all documents and forms submitted with the Contractor's bid or proposal accepted by the City.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value:

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to four other identical instruments set their hands the day and year first above written.

Approved as to Form:

The Contractor:

Donald A Drisdell
City Solicitor

Signature And Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent