

City of Somerville: Standard Contract Form

CONTRACT NAME: Payment Cataway and Marshant Somiacs

220200					
This Contract, numbered 230289, is made by and between the City of Somerville, a municipal corporation organized and					
existing under the laws of the Common	wealth of Massachusetts, with	n an address of 93 Hig	hland Avenue, Somerville, Massachusetts, acting		
by and through its Procurement Departs	ment ("City") and the Vendor	, defined as follows, ('	'Vendor''):		
Vendor Name:		City Hall Systems, Inc.			
Vendor Address:		3 Rosenfeld Drive, H	lopedale, MA 01747		
Vendor Contact	James Rich	ards	irichards@kelleyryan.com		
Name, Email.	Iames Bro	deur	corporate@cityhallsystems.com		
& Tel./Fax #:	1	i 454			
Contract Amount:		Not to Exceed \$2,500,000.00 Amount			
Purchase Order #:	Recreation, PO 20237874; Treasury, PO 20237872; Parking, PO 20237873				
Contract Term:	Contract Term: 12/18/2022 through 12/17/2025				
	The term of this Contract shall commence on 12/18/2022				
Term:		and shall end on 12/17/2025 ("Term").			
	Option to renew for an addit	ional 3 year(s) exercis	eable solely at the discretion of the City.		
	The Vendor shall complete the provision of Goods and/or the performance of Services prior to the end of the Contract term (the "Completion Date"). The term of this Contract may be extended at the sole discretion of the City, through written notice to the vendor.				
Procurement Type: Request for Proposals under MGL c. 30B, s. 6 (RFP #23-18)					
Contracting Department:	Treasury & Parking	Project Manager:	Linda Dubuque Suzanne Rinfret (Parking)		
Scope of Work (Goods / Services): The Vendor shall provide the Goods and/or Services, as described within the attached Appendix A (Scope of Work), made part hereof.					

Compensation:

The City agrees to pay the Vendor a total not to exceed \$2,500,000.00 for Goods and/or Services

rendered and accepted in accordance with the Contract Documents. Rates, units, charges, and frequencies are

specified in the attached Appendix B made part hereof. Under the pains and penalties of perjury, the Vendor agrees to perform this Contract and provide the Goods and/or Services in accordance with the City of Somerville's Standard Contract General Conditions, and Supplemental Conditions (if applicable), as set forth within the attached hereto, made part hereof.

☐ Supplemental Conditions apply if checked

Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties.

Vendor Certifications:

TIN: The Vendor certifies that its accurate federal tax identification number as reported to the IRS is:

27-0242178

This Contract has been duly executed and delivered on behalf of the Vendor by its:

Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee,

; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.

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Appendix C: Forms (Check if Applicable; If Unchecked, Not Applicable)			
 ✓ Evidence of Insurance ✓ Bid Package Documents ✓ Somerville Living Wage Ordinance Form 	Sole Source Declaration Statement of Management Vulnerable Road Users Ordinance Campaign Contribution Disclosure Form		
IN WITNESS WHEREOF, the City and the Vendor	have executed this Contract as a sealed instrument on		
this, the 27th day of	March, 2023		
VE	NDOR		
X Profes for Signature (Duly Anthorized):	Date Signed: March 27, 2023 Print Title: VICE President Print Name: James J. Brodens Jr.		
C	ITY		
City Auditor's Encumbrance Statement I hereby certify that the total contract amount is \$\(\frac{2,500,000.00}{\)} \text{and that an unencumbered balance of} \$\(\frac{3506.25}{\)} is hereby encumbered against the appropriate account for the purposes of this contract and as funds become available, I will encumber additional sums as are required under this contract.			
X Edward Bean, City Auditor	Katjana Ballantyne, Mayor		
Angela M. Allen, Chief Procurement Officer	Approved as to form: Bonnie Born-Rote Cynthia Amara, City Solicitor		
X Junda Mala Dubuque, City Treasurer	AJEJONA Suzanne Rinfret, Traffic & Parking Director		
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CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

1. Definitions

"City" shall mean the City of Somerville, Massachusetts.

"Contract" and "Contract Documents" shall include the following documents, as applicable: City's Standard Contract Form; these Standard Contract General Conditions; Supplemental Conditions (if applicable); City's Invitation for Bids, Request for Proposals, Request for Quotation, or other solicitation; the Vendor's response to the City's solicitation document including certifications but excluding any language stricken by City as unacceptable. Appendices are made an integral part of this Contract. The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the City's Standard Contract General Conditions and the Supplemental Conditions, the Supplemental Conditions shall prevail. In the event of any other Contract Documents or appendices, the provisions of the City's Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

"Certify" or "Certifies" shall mean that the Vendor certifies under pains and penalties of perjury to the statement referenced.

"Vendor" shall mean the individual, corporation, partnership, or other entity which is a party to this Contract.

2. Performance; Time

The Vendor shall perform in accordance with all provisions of this Contract in a manner satisfactory to the City. The Vendor's performance shall be timely and meet or exceed industry standards for the performance required. It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

3. Acceptance of Goods or Services

Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by the City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Vendor, and accept or reject same.

4. Compensation

The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount stated on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed payment schedule.

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due. The City shall review the invoice and determine the value of goods or services accepted by the City in accordance with the Contract Documents. Payments due to the Vendor will be made within sixty (60) days from receipt and approval of an invoice. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date.

The Vendor shall furnish such information relating to the goods or services or to documentation of labor or expenses as may be requested by the City. Acceptance by the Vendor of any payment or partial payment, without any written objection by the Vendor, shall in each instance operate as a release and discharge of the City from all claims, liabilities, or other obligations relating to the performance of this Contract.

In case of an error in extension prices quoted herein, the unit price will govern (Applicable To Goods Only).

5. Release of City on Final Payment

Acceptance by the Vendor of payment from the City for final delivery of goods or rendering of services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Vendor notifies the City in writing within three (3) months after such payment.

6. Risk of Loss

The Vendor shall bear the risk of loss, for any cause, for any Vendor materials used for this Contract and for all goods, deliverables, and work in process, until possession, ownership, and full legal title to the goods and deliverables are transferred to and accepted by the City.

The Vendor shall pay and be exclusively responsible for all debts for labor and material contracted for by the Vendor for the rental of any appliance or equipment hired by Vendor and/or for any expense incurred on account of services to be performed or goods delivered under this Contract.

The City shall not be liable for any personal injury or death of the Vendor, its officers, employees, or agents.

7. Indemnification

The Vendor shall indemnify, defend (with counsel acceptable to City, which acceptance shall not be unreasonably withheld), and hold harmless the City of Somerville, its officers, employees, agents and representatives from and against any and all claims, suits, liabilities, losses, damages, costs or expenses (including judgments, costs, interest, attorney's fees and expert's fees) arising from or in connection with any act or omission relating in any way to the performance of this Contract by the Vendor, its agents, officers, employees, or subcontractors.

The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

8. Default; Termination; Remedies A. Events of Default

The following shall constitute events of default under this Contract: (1) The Vendor has made any material misrepresentation to the City; or (2) a judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or (3) the Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or (4) the Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or (5) the Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or (6) the Vendor is involved in a winding up or dissolution of its corporate structure; or (7) any failure by the Vendor 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 Vendor'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 Vendor's reasonable control, (iii) failure to perform this Contract within the Services or Supplies for reasons not beyond the Vendor'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; or (8) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

B. Termination Upon Default.

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination specifying the termination date.

Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default, subject to approval of the City.

If the Vendor fails to cure the default, the City, in the alternative, may make any reasonable purchase or contract to acquire goods or services in substitution for those due from Vendor. The City may deduct the cost of any substitute contract or nonperformance together with incidental and consequential damages from the Contract price and shall withhold such damages form sums due or to become due to the Vendor. If the damages sustained by the City exceeds sums due or to become due, the Vendor shall pay the difference to the City upon demand.

Upon immediate notification to the other party, neither the City nor the Vendor shall be deemed to be in default for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control. The City retains all rights and remedies at law or in equity.

If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

The parties agree that if City erroneously or unjustifiably terminates this Contract for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

C. Termination For Convenience.

Notwithstanding any language to the contrary within this Contract, the City, acting through its Chief Procurement Officer, may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination. In the event of termination for convenience, the Vendor shall be entitled to be paid for goods delivered and accepted and services rendered and accepted prior to notice of termination at the prices stated in the Contract, subject to offset of sums due the Vendor against sums owed by the Vendor to the City. Any goods or services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any goods or services delivered after the effective date of termination. The Vendor shall be entitled to no other compensation of any type. In no case shall a Vendor be entitled to lost profits.

D. Obligations Upon Termination.

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City: 1. cease performance upon the stated termination date; 2. surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and 3. return all tools, equipment, finished or unfinished documents, data, studies, reports, correspondence, drawings, plans, models, or any other items whatsoever prepared by the Vendor pursuant to this Contract, which shall become property of the City, or belonging to or supplied by the City.

E. Rights and Remedies.

The City shall have the right to: a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; b) temporarily withhold payment pending correction by the Vendor of any deficiency; c) sue for specific performance or money damages or both, including reasonable attorneys' fees and costs incurred in enforcing any Vendor obligations hereunder; d) pursue remedies under any bond provided; and e) pursue such other local, state and federal actions and remedies as may be available to the City.

Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

9. Insurance

The Vendor shall comply with all insurance requirements set out in the Contract Documents. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendor certifies compliance with applicable state and federal employment laws or regulations including but not limited to G.L. c. 152 (Workers' Compensation), as applicable, and Vendor shall provide City with acceptable evidence of compliance with the insurance requirements of this chapter.

This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

11. Complete Agrèement

This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

12. Amendment

No amendment to this Contract shall be effective unless it is signed by the authorized representatives of all parties and complies with all requirements of the law. All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the City, as set forth in the below section, and the Vendor.

13. Conditions of Enforceability Against the City

This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.

This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by any City representatives are not binding. Vendors should verify funding and contract execution prior to beginning performance.

When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by Vendor which would cause total claims or payments under this Contract to exceed the amount so certified.

The City's Standard Contract Form and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements or forms relating to the performance of this Contract, including contract forms, purchase orders, or invoices of the Vendor.

The City shall have no legal obligation to compensate a Vendor for performance that is outside the scope of this Contract. The City shall make no payment prior to the execution of a Contract.

14. Taxes

Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.

15. Independent Contractor

The Vendor is an independent contractor and is not an employee, agent or representative of the City. The City shall not be obligated under any contract, subcontract, or commitment made by the Vendor.

16. Assignment; Sub-Contract

The Vendor shall not assign, delegate, subcontract, or transfer this Contract or any interest herein, without the prior written consent of the City.

17. Discrimination

The Vendor agrees to comply with all applicable laws prohibiting discrimination in employment. The Vendor agrees that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

18. Waiver

All duties and obligations contained in this Contract can only be waived by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to said party.

19. Severability

In the event that any provision of this Contract shall be held to be illegal, unenforceable or void, such provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but otherwise remain in full force and effect and shall be enforced to the fullest extent permitted by law.

20. Notice

The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) facsimile; (iii) certified mail, return receipt requested; or (iv) or overnight delivery service, to the Vendor at the contact information specified on the face of this Contract; to the City addressed to: Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143, Fax # 617-625-1344 with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143. Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

21. Captions

The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

22. Non-Collusion

This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The Vendor 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 word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

23. Tax and Contributions Compliance

The Vendor certifies, under pains and penalties of perjury, in accordance with MGL c. 62C, s. 49A, that the Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, is in good standing with respect to all returns due and taxes payable to the Commonwealth, reporting of employees and contractors, and withholding and remitting of child support and to contributions and payments in lieu of taxes. In the event that the City is notified by the IRS that the TIN provided by the vendor and the vendor name as recognized by the IRS do not match their records, the vendor is responsible for all penalties.

24. Municipal Taxes, Charges and Liens

The Vendor certifies that it has paid all accounts receivable owed to the City of Somerville, including but not limited to real estate, personal property or excise tax, parking fines, water/sewer charges, license/permit fees, fines and/or any other municipal lien charges due to the City of Somerville. Pursuant to MGL c. 60, s. 93, the Vendor agrees that the Collector/Treasurer of the City may withhold from amounts owing and payable to the Vendor under this Contract any sums owed to any department or agency of the City which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been fully paid, and the Collector/Treasurer may apply any amount owing and payable to the Vendor to satisfy any monies owed to the City.

25. Compliance with Applicable Laws

The Vendor shall comply with all applicable federal and state laws, and city ordinances and regulations, which in any manner affect performance of this Contract. The Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Vendor, its agents, employees or subcontractors.

26. Conflict of Interest

The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A (Conflict of Interest). The Vendor certifies that it has reviewed the Massachusetts Conflict of Interest Law, MGL c. 268A and at any time during the term of this Contract, the Vendor is required to affirmatively disclose in writing to the City the details of any potential conflicts of interest of which the Vendor has knowledge or learns of during the Contract term.

27. Licenses and Permits

The Vendor certifies that it is qualified to perform the Contract and shall obtain and possess at its sole expense, all necessary licenses, permits, or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency, for any activity under this Contract. The Vendor shall submit copies of such licenses and/or permits to the City upon request If a business, the Vendor certifies that it is a duly organized and validly existing entity, licensed to do business in Massachusetts, in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the Contract, and listed under the Commonwealth of Massachusetts Secretary of State's website as required by law.

28. Recordkeeping, Audit, and Inspection of Records All records, work papers, reports, questionnaires, work product, regardless of its medium, prepared or collected by the Vendor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. In the event of termination or upon expiration of the Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, data, drawings, plans, and other tangible work product or materials pertaining to the services performed under this Contract, in both a physical format and electronic format. The electronic format shall be either Comma Separated Values (CSV) files along with the mapping information for each field, or Microsoft SQL (2005/2008) database with all associated Database Schemas, or such other electronic format(s) acceptable to the city. At no additional cost to the City, the Contractor shall store and preserve such records while in their possession in accordance with the requirements of the Massachusetts Public Records Law, the Commonwealth of Massachusetts record retention schedule and City of Somerville record retention schedule. The City shall have the right to at reasonable times and upon reasonable notice to examine and copy, at its reasonable expense, the books, records, and other compilations of data of the Vendor which relates to the provision of services under this Contract. Such access shall include on-site audits, review, and copying of said records.

29. Debarment or Suspension

The Vendor certifies that it has not been and currently is not debarred or suspended by any federal, state, or municipal governmental agency under G. L. c. 29, § 29F or other applicable law, nor will it contract with a debarred or suspended subcontractor on any public contract.

30. Warranties (Applicable to Goods Only)

The Vendor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The Vendor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior goods. The Vendor guarantees all goods for a period of no less than one (1) year, unless a greater period of time is specified in the Contract Documents.

SOLICITATION FOR:

RFP # 23-18 Payment Gateway and Merchant Services



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 11/16/22

QUESTIONS DUE: 11/21/22 by 12PM EST DUE DATE AND TIME: 11/30/22 by 2PM EST

Anticipated Contract Award	12/7/22	
Est. Contract Commencement Date	12/17/22	
Est. Contract Completion Date	12/16/25	
Est. Renewal Years	Three-year contract with an option to renew for an additional (3) year-period with City Council approval	

DELIVER TO:

City of Somerville Procurement & Contracting Services

> Attn: Jordan T. Remy Senior Procurement Manager jremy@somervillema.gov 93 Highland Avenue

Somerville, MA 02143



CITY OF SOMERVILLE, MASSACHUSETTS

Technical Proposal For

RFP # 23-18 Payment Gateway and Merchant Service

SUBMITTED ON November 30, 2022



City Hall Systems, Inc. 3 Rosenfeld Drive Hopedale, MA 01747

Cover Letter

City Hall Systems, Inc.

3 Rosenfeld Drive Hopedale, MA 01747

Email: corporate@cityhallsystems.com

Phone: (508) 381-5454 Fax: (508) 458-9496 Contact: James Brodeur

November 30, 2022

City of Somerville Procurement & Contracting Services Attn: Jordan T. Remy 93 Highland Avenue Somerville, MA 02143

RE: RFP # 23-18 Payment Gateway and Merchant Service

Dear Mr. Remy

On behalf of City Hall Systems, Inc. (CHS) please find enclosed our Technical Proposal in response to the City of Somerville Payment Gateway and Merchant Services. CHS is a Massachusetts corporation solely focused on serving the revenue collection needs of municipalities. Through our collaboration with Kelley & Ryan Associates, we have been developing software solutions for Massachusetts municipalities for over 20 years, including online bill payment in Massachusetts for over 10 years. Our company goal is to provide municipalities one-stop shopping for all their collection needs.

Our ePresentment, ePayment, and eBilling solutions offer municipalities the complete suite of services necessary to collect any municipal revenues, services, or customer-initiated transactions online. This includes our ability to collect payments online for all taxes, utilities, and any other customer-initiated transactions (with document upload) that a municipality may desire. CHS also offers complete point-of-sale software for over-the-counter sales, mobile application software for remote payment processing, and free-standing kiosk for convenient bill payment. The hallmarks of our services are the underlying revenue reporting modules that provide municipalities complete access to the online payment process.

CHS takes a comprehensive approach to solving all the payment needs of municipalities. In addition to presenting all the City's taxes and utilities online, CHS will meet with each department to ascertain their needs and present solutions to allow each department to

Technical Proposal - #23-18 Payment Gateway and Merchant Services City Hall Systems, Inc.

collect payments electronically. CHS will work with the City's third-party software vendors to allow for electronic payment processing of transactions from their software. We believe that CHS is the best vendor to bring your community into the **21**st **Century and beyond** for online payment processing.

Ultimately, what really distinguishes CHS from its competitors is our first-in-class customer support, for both the City and its residents and taxpayers. CHS will handle all inquiries from the City's constituents regarding use of our online payment site or payment of a bill, including processing payments by phone. Our customers report that CHS's customer support helps to significantly reduce the number of public inquiries that the municipality handles. CHS will load all the City's tax and utility bill files, ensuring that they are correctly presented online. CHS staff handles all facets of a payment reversal/refund. If the City is not able to provide PDFs of bills, CHS will create look-alike copies for online presentation. If there is a receivable or customer-initiated transaction that the City wants to make available for online payment, CHS will find a solution to make it possible. At the end of the day, excellent customer support is as important to us as it is to the City and its constituents.

If CHS is awarded the contract, James Brodeur, CHS' Vice President, has been authorized to execute the contract. CHS agrees and acknowledges that its proposal is firm and will remain in effect for a period of ninety (90) days after the deadline for submission of proposals.

Please feel free to give us a call if you have any questions.

Sincerely,

Janico Droded

Vice President City Hall Systems, Inc.

(508) 381-5454

Technical Proposal - #23-18 Payment Gateway and Merchant Services City Hall Systems, Inc.

4.	Proposer shall have a minimum of five (5) government clients in Massachusetts (please list clients in technical proposal)	Yes	
5.	Proposer shall list by name and provide contact information for all on-line program registration and payments packages with which your system can interface. Vendors shall also submit a minimum of two (2) municipalities where this interface occurs.	Yes	
6.	Proposer has capacity to set up terminal stations at each cashiering station, including training of City staff.	Yes	
7.	Proposer shall service problems with terminals, ongoing IT support and maintenance, and help desk during normal business days, Monday through Friday from 8:30 a.m. to 7:30 p.m.	Yes	
8.	Proposer provides live and/or immediate Payor support options via telephone and e-mail or live chat during normal business hours.	Yes	
9.	Proposer provides a pay-by-phone option.	Yes	
10	Vendor updates RE/PP/WS collection system with updated city balances daily via overnight automatic file transmission requiring no daily interaction from City staff, and has back-up system in place to update interest and amounts due for days when file transmission fails.	Yes	
11.	Proposer shall invoice City for its dues in a manner determined by City depending on revenue stream (for example, debiting will only occur for charge-backs).	Yes	
12.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.		No

In order to provide verification of affirmative responses to items 1 - 11 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

In response to the City of Sommerville's, Payment Gateway and Merchant Services RFP (the "RFP"), City Hall Systems, Inc. (CHS) is submitting this Technical Proposal. All responses are submitted in the same order of the criteria as listed in the RFP.

SECTION 1.0 GENERAL INFORMATION ON PROPOSAL PROCESS

1.1 General Instructions

Copies of the solicitation may be obtained from the Procurement & Contracting Services Department on and after 11/16/22 per the below-noted City Hall hours of operation.

City Hall Hours	s of Operation:
Monday – Wednesday 8:30 a.m. and 4:30 p.m.	
Thursday 8:30 a.m. to 7:30 p.m.	
Friday 8:30 a.m. to 12:30 p.m.	

All Responses Must be Sealed and Delivered To:

Procurement & Contracting Services
Department City of Somerville
93 Highland Avenue
Somerville, MA 02143

It is the sole responsibility of the Offeror to ensure that the proposal arrives on time at the

designated place. Late proposals will not be considered and will be rejected and returned.

Proposal Format:

Submit one (1) sealed proposal package (with two sealed envelopes, one for the price and one for the

technical proposal); it must be marked with the solicitation title and number and must be original.

In an effort to reduce waste, we discourage the use of 3-ring binders.

Responses must be sealed and marked with the solicitation title and number.

All proposals must include all forms listed in the Proposers Checklist (and all documents included or referenced in Sections 2.0 - 4.0). If all required documents are not present, the proposal may be deemed non-responsive and may result in disqualification of the proposal unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.

A complete Proposal must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.

The Offeror's authorized official(s) must sign all required proposal forms.

The Price Form in **Section 3.0** must be completed. No substitute form will be accepted unless

otherwise stated. Pricing must remain firm for the entire contract period.

All information in the Offeror's response should be clear and concise. The successful response will

be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.

The successful Offeror must be an Equal Opportunity Employer.

The City of Somerville values a diverse workforce and believes it contributes to a work product and customer experience that best reflects the community in our city. Applicants are highly encouraged to include any certifications and documents that recognize the diversity of the Offeror's work force, including ownership of the offering firm/organization, executive leadership, management, and employees proposed for the work in Somerville, including diversity of sub-consultants. Please use the supplier diversity form (see Section 4.0) with supporting documentation to share your diversity data with the City.

1.2 Proposal Schedule

Key dates for this Request for Proposals:		
RFP Issued	11/16/22	
Deadline for Submitting	11/21/22 by 12PM EST	
Questions to RFP		
Proposals Due	11/30/22 by 2PM EST	
Anticipated Contract Award	12/7/22	
Est. Contract Commencement	12/17/22	
Date		
Est. Contract Completion Date	12/16/25	

Responses must	City of Somerville
	Procurement & Contracting Services Attn: Jordan T. Remy
be delivered by	93 Highland Avenue
11/30/22 by 2PM EST to:	Somerville, MA 02143

CHS understands and agrees to this timetable.

1.3 Submission Instructions

If you are submitting your proposal online via <u>Bidexpress.com</u>, then you do not need to also submit a sealed proposal package as instructed below. Email is not an acceptable method of submission of bids.

Please submit *two sealed envelopes, all within one sealed proposal package*, with the following contents and marked in the following manner:

Contents of Sealed Proposal Package	Marked As	
Envelope 1 Non-Price Technical Proposal: Shall Include (1) original and one (1) electronic copy. [Electronic copies are to be submitted on USB drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	To Be Marked: Non-Price Proposal RFP # 23-18 Payment Gateway and Merchant Services	
Envelope 2 Price Proposal: Shall Include one (1) original and one (1) electronic copy. [Electronic copies of Price and Non-Price Technical proposal can be submitted on the same USB drives but as separate files]	To Be Marked: Price Proposal RFP # 23- 18 Payment Gateway and Merchant Services	
Please send the complete sealed package to the attention of:	Jordan T. Remy Senior Procurement Manager Procurement & Contracting Services Somerville City Hall 93 Highland Avenue Somerville, MA 02143	

Methods of Bid Submission

Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.

- 1) Deposit your sealed bid package in the black drop box located by the School Street entrance to City Hall, located near the corner of School Street and 93 Highland Avenue.
- 2) Sealed bids can be sent to City Hall through the US Postal Service or other delivery service (e.g. FedEx, UPS).
- 3) BidExpress.com is an online bidding platform where bidders can submit all required documents. The fee to use this service is approximately \$40.00 unless your company has a subscription with BidExpress. You can access the bid package and forms via the City of Somerville BidExpress page at: https://www.bidexpress.com/businesses/33100/home A user guide is attached for your reference.

4) For any technical assistance while submitting the online bid, please contact the BidExpress Customer support team at www.bidexpress.com. Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, <u>please make no reference to pricing in the non-price technical proposal.</u> Failure to adhere to this requirement will result in disqualification.

Non-Price (Technical) Proposal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price Proposal response should contain all forms outlined in the Proposers Checklist (Section 4.0). Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs).

Elaborate format and binding are neither necessary nor desirable. Each proposal shall clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g., "Original", "Copy"). All submissions will allow for easy removal and replacement of pages.

Cover Letter

Submit a cover letter that includes the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number, and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.

Qualifications & Experience

The Offeror shall include qualifications and experience of the firm (or sole proprietor). The Offeror shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also describe work that is similar in scope and complexity that the Offeror has undertaken in the past. A discussion of the challenges faced and solutions developed are highly recommended. The Offeror may include any additional literature and product brochures. The Quality Requirements Form (Section 2.0), or set of basic business standards, must be submitted in the sealed proposal.

• CHS has the experience and professional staff to meet the City's objective for this project of successfully providing electronic payment services to the City and its residents/customers. CHS has successfully implemented electronic payment services for approximately over 100 Massachusetts communities, and additional out-of-state communities. CHS has the capability to implement electronic payment services requested by the City.

CHS was established in 2009, and currently together with its sister company, Kelley & Ryan Associates, Inc. has over 50 employees located in its Hopedale offices to assist our communities.

Employees who will be involved in the City's engagement include our resident call center consisting of 7 employees, our customer service staff of 4 employees, and our IT staff of 7 employees.

CHS's business model is based on a few fundamental core principles:

- o stay focused on our strength of 40+ years' experience between Kelley & Ryan and CHS assisting Massachusetts communities collect bills;
- treat our communities like partners in our effort to provide one stop shopping for all their online payment needs;
- be responsive to our communities' needs by providing innovative solutions to their problems;
- o provide no cost online payment options to our communities (the community incurs no cost; the users pay convenience fees for processed payments);
- o remain customer focused by providing best-in-class customer services to both our communities and their constituents.

What sets CHS apart from other payment processor is our software platform that delivers a complete suite of revenue collection modules. These revenue collection modules speak in real time to the online payment site. All CHS's software code has been written and is maintained by our employees. This allows CHS to be responsive to our communities' needs.

While the scope and complexity of every engagement various by community, CHS has implemented similar services in most of our Massachusetts communities. As an example, CHS was awarded the electronic payment services in Newton, MA approximately 8 years ago. Initially, we worked with the treasurer and clerk's offices. For the treasurer's office we listed an array of city bill types online, including real estate, personal property, excise and utilities and allowed in-person payments at the counter with our point-of-sale.

Our online services allowed residents to take advantage of automatic/scheduled payments and electronic notification of new bills. For the clerk's office we allowed online purchase request for vitals and burial permits, converted their in-house animal licensing database to our animal licensing program for online payment/renewal, and allowed in-person payments at the counter with our point-of-sale. A good example of the value of our revenue collection platform and our willingness and ability to respond to our communities' needs was demonstrated when we significantly enhanced our animal licensing software to accommodate the Newton Clerk's existing practices. The Clerk has now exclusively utilized our software as their primary database for animal licensing. Since our work with these 2 initial departments, we have subsequently worked with various other departments (Police, ISD, Senior Services, Park & Rec, Farmers' Market, and Environmental Affairs) to address their online needs. Addressing the needs of a large city with diverse departmental needs, can be challenging, but CHS would suggest that a point person be established to help prioritize the City's departments' needs and facilitate appropriate contacts and meetings to help CHS and each department work together to successfully meet the goals.

References

The Offeror shall list <u>at least three</u> relevant references, which the City can contact. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information:

• The name, address, te	ephone number, and email addres	s of each client listed above.
• A description of the w contract.	ork performed under each	• The amount of the contract.
	ature of the relationship between (Offeror and the customer.
• The dates of performance.	•The volume of the work	performed.

Below are five (5) Massachusetts communities of similar size and scope to this project.

CONTACT	Municipality Name	ADDRESS	PHONE/EMAIL	
Carolyn Lyons Treasurer/Collector	City of Framingham, MA	150 Concord Street Framingham, MA 01702	508-532-5430 CRL@framinghamma.gov	
Brief Description of Relationship:	CHS provides online bill pay processing services, including all taxes and utilities. CHS also provides the City and its third party software vendors online bill payment services for various departments, including building, DPW, fire, clerk, and school.			
Description of Nature/Length of the Relationship:	CHS was awarded the City's RFP for online bill pay processing services in August 2017. CHS is an independent contractor providing online bill pay processing services under contract. CHS has rendered performance under the contract from August 2017 to present.			
Volume of Work Performed and Amount of Contract	During calendar 2021, CHS bills/purchases of approxir	processed approximately 39,0 nately \$40,000,000.	000 transactions covering	
Ronald Mendes, Esq. City Treasurer/Collector	City of Newton, MA	1000 Commonwealth Ave Newton, MA 02459	617-796-1336 rmendes@newtonma.gov	
Brief Description of Relationship:	CHS provides online bill pay processing services, including all taxes and utilities. CHS also provides the City and its third party software vendors online bill payment services for various departments, including park & recreation, police, clerk, senior services, health services, DPW, and inspectional services.			
Description of Nature/Length of the Relationship:	CHS was awarded the City's RFP for online bill pay processing services in December 2014. CHS is an independent contractor providing online bill pay processing services under contract. CHS has rendered performance under the contract from December 2014 to present.			

Volume of Work Performed and Amount of Contract	During calendar 2021, CHS bills/purchases of approxi	S processed approximately 11 mately \$134,000,000.	4,000 transactions covering	
Perla Ortiz Treasurer/Collector	City of Lawrence, MA	200 Common St Lawrence, MA 01840	978-620-3176 portiz@cityoflawrence.com	
Brief Description of Relationship:	CHS provides online bill pay processing services, including all taxes and utilities. CHS also provided the City and its third party software vendors online payments services for various departments, including ISD, DPW, airport, recreation, building, library and parking facilities.			
Description of Nature/Length of the Relationship:	CHS was awarded the City subsequently, awarded th is an independent contrac	e City's RFP for electronic pay	essing services in March 2016, and yment services in March 2018. CHS processing services under contract. In March 2016 to present.	
Volume of Work Performed and Amount of Contract	During calendar 2021, CHS bills/purchases of approxi	5 processed approximately 73 mately \$21,000,000.	,000 transactions covering	
Christopher Caputo Treasurer/Tax Collector	City of Springfield, MA	36 Court Street Springfield, MA 01103	413-886-5387 ccaputo@springfieldcityhall.com	
Brief Description of Relationship:			ng all taxes and utilities. CHS also departments, including fire, facility	
Description of Nature/Length of the Relationship:		r providing online bill pay pro	r the City in October 2013. CHS is ocessing services. CHS has rendered	
Volume of Work Performed and Amount of Contract	During calendar 2021, CHS bills/purchases of approxi	S processed approximately 83 mately \$41,000,000.	,000 transactions covering	
Martin Brophy Treasurer/ Tax Collector	City of Brockton, MA	45 School Street Brockton, MA 02301	508-580-7130 mbrophy@cobma.us	
Brief Description of Relationship:	CHS provides online bill pay processing services, including all taxes and utilities. CHS also provides the City and its third party software vendors online bill payment services for various departments, including ISD, fire, building, clerk, and DPW.			
Description of Nature/Length of the Relationship:	CHS is an independent cor	ntractor providing online bill I	essing services in December 2014. Day processing services under ntract from December 2014 to	
Volume of Work Performed and Amount of Contract	During calendar 2021, CHS bills/purchases of approxi	S processed approximately 49 mately \$30,000,000.	0,000 transactions covering	

Technical Proposal - #23-18 Payment Gateway and Merchant Services City Hall Systems, Inc.

Price Proposal Format

Price Summary Page (see Section 3.0)

Proposal Prices to Remain Firm

All proposal prices submitted in response to this solicitation must remain firm for 90 days following the proposal opening.

Price Submission

All prices must contain the unit rate as requested on the proposal price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor, and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

• CHS understands and agrees to the requirements.

1.4 Questions

Questions are due: 11/21/22 by 12PM EST

Questions concerning this solicitation must be delivered in writing to:

Jordan T. Remy Senior Procurement Manager Somerville City Hall Procurement & Contracting Services Department 93 Highland Avenue Somerville, MA 02143 Or emailed to:

jremy@somervillema.gov

Or faxed to:

617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as proposal holders. Proposers are encouraged to contact the Procurement & Contracting Services Department to register as a proposal document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Offeror to also monitor the proposal portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is: https://www.somervillema.gov/procurement

If any proposer contacts City personnel outside of the Procurement & Contracting Services Department regarding this proposal, that proposer maybe disqualified.

• CHS understands and agrees to the terms.

1.5 General Terms

Estimated Quantities

The City of Somerville has provided estimated quantities, which will be ordered/purchased over the course of the contract period. These estimates are estimates only and not guaranteed.

Proposal Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation (& with corporate seal).

Time for Proposal Acceptance and City Contract Requirements

The contract will be awarded within 90 days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the Offeror that is most advantageous and responsible. The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed, or this solicitation is canceled, whichever occurs first. The Offeror will be required to sign a standard City contract per the City's general terms included herein as Appendix A.

Holidays are as follows:

New Year's Day	Martin Luther King.	Washington's	Patriots' Day
	Jr. Day	Birthday	
Memorial Day	Juneteenth	Independence	Labor Day
	Independence Day	Day	•
Indigenous	Veterans' Day	Thanksgiving	Thanksgiving
Peoples' Day		Day	Friday
Christmas Eve	Christmas Day		
(half day)			

Please visit http://www.somervillema.gov/ for the City's most recent calendar. *Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Offeror for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Offeror is required to perform work at such times, the Offeror shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc. UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

Unforeseen Office Closure

If, at the time of the scheduled proposal opening, the Procurement & Contracting Services Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal due date will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. All proposers on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post addenda on its website (https://www.somervillema.gov/procurement). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Procurement & Contracting Services Department.

Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a proposal by written notice received by the City of Somerville prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No.__" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the proposal opening, an Offeror may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

Right to Cancel/Reject Proposals

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all proposals, if the City determines that cancellation or rejection serves the best interests of the City.

Unbalanced Proposals

The City reserves the right to reject unbalanced, front-loaded, and conditional proposals.

Brand Name "or Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

Electronic Funds Transfer (EFT)

For EFT payment, the following shall be included with invoices to the point of contact:

- Contract/Order number; Contractor's name & address as stated in the contract;
- The signature (manual or electronic, as appropriate) title, and telephone number of the Offeror's representative authorized to provide sensitive information;
- Name of financial institution; Financial institution nine (9) digit routing transit number;
- Offeror's account number; Type of account, i.e., checking or saving.

Other Applicable Laws

In addition to applicable federal and state laws, the City has several ordinances that apply to the services requested in this contract. Such ordinances include but are not limited to: living wage ordinance, ordinance to protect vulnerable road users, [1]

https://library.municode.com/ma/somerville/codes/code of ordinances?nodeId=PTIICOOR CH2AD ARTVIIIFI DIV1GE_S2-355REEMORand ordinance to protect against wage theft. Workplace safety is of paramount importance to all workers who perform services on City contracts and all bidders must certify that they will disclose any citations they may have received for OSHA violations.

[1] The ordinance to protect vulnerable road users only applies to contracts where the contractor's heavy vehicles are entering the City of Somerville to perform the work of the contract.

Notice and Certification Pursuant to Somerville Wage Theft Ordinance

All Offerors, bidders, respondents have an affirmative duty to report to the Procurement & Contracting Services Department and provide a copy of any criminal or civil judgment, administrative citation, or final administrative determination, order, or debarment, relating to wage theft, against the bidder or any of its subcontractors entered within the five years prior to bid submission.

If you are the successful bidder, you and any of your subcontractors have an affirmative duty to report any criminal or civil judgment, administrative citation, final administrative determination, order, or debarment against the bidder or any its subcontractors while your contract with the City is in effect, within five business days of receipt.

You may not contract with the City if you have been either voluntarily or involuntarily debarred by the federal government, any agency of the Commonwealth of Massachusetts or any other state for the entire term of the debarment.

You may not use any subcontractor who has been debarred by the federal government or any state government during the period of that subcontractor's debarment.

You must post notices in accordance with M.G.L. c. 151 § 16 in a conspicuous location accessible to all of their employees in English and the primary language of the employee(s) at the particular workplace.

If not all employees would have reasonable access to the notice if posted in a single location, then you must inform the purchasing agent or other City Department of the number and location of postings in order to ensure that you provide reasonable notice to all of your employees.

As a condition of this bid, the bidder (a.k.a. Offeror, respondent) hereby certifies that neither the bidder nor any of the bidder's subcontractors have been subject to a criminal or civil judgment, administrative citation, final administrative determination, order, or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, or 29 U.S.C. § 201 et seq. within five years prior to bid submission.

In the alternative, the Bidder hereby discloses a criminal or civil judgment, administrative citation, administrative determination, or debarment, within five years prior to bid submission. Included with the Bid is a copy of the same, in addition to documentation demonstrating that all damages, fines, costs, and fees have been paid.

Technical Proposal - #23-18 Payment Gateway and Merchant Services City Hall Systems, Inc.

1.6 Evaluation Methodology

Qualified proposals will be reviewed and rated by an evaluation committee ("the Committee") composed of employees of the City. The City reserves the right to involve an outside consultant in the selection process.

Comparative Evaluation Criteria

The Committee shall use the comparative evaluation criteria included in Section 2.0 to evaluate the responsibility and responsiveness of all proposals that already meet the minimum quality requirements. For each proposal, the Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to each of the corresponding comparative evaluation criteria.

Final selection will be based upon the evaluators' analysis of the information and materials required under the RFP and provided by the Offerors in their submissions. The City may request additional information from the Offerors to ensure that the Offeror has the necessary resources to perform the required services. The Committee may choose to interview Offerors. If interviews will be conducted, the City will notify the Offerors, either by e-mail or telephone, of the date, time, and place for their interviews and any other pertinent information related thereto.

Selection Process

The City will award the contract to the most responsive and responsible Offeror whose entire proposal (technical and price) is deemed to be the most advantageous. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

CHS understands and agrees to the terms.

RFP # 23-18

SECTION 2.0 RULE FOR AWARD / SPECIFICATIONS/SCOPE OF SERVICES

Rule for Award

The contract(s) shall be awarded to the responsible and responsive proposer(s) submitting the most advantageous proposal response(s), taking into consideration all evaluation criteria as well as price. Vendors may choose to collaborate on a response to this RFP. Proposers are invited to submit proposals for Part I or Part II, as detailed below, or both services together. The City shall award one or as many contracts as it deems in its' best interest. Subcontractors used by the contracted Vendor must be approved in writing by the City. The contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most highly advantageous and responsible offeror.

Background

The City of Somerville (City) is soliciting Requests for Proposals (RFP) for online bill pay services, over the counter payments and micro transactions, herein defined as payments \$5.00 or less, for meter payments and pay by phone applications.. The qualified vendor shall provide an online payment processing system which includes ACH and credit card processing via a PCI-compliant payment system so taxpayers, residents, customers, or any person or entity wanting to make a payment to the City (collectively, "Payors"), using certain software and online functions accessed through the internet or cellular service and developed by selected vendor, may make any type of payment(s) to any City department. Payment requests received through this online system shall be processed based on the options established by the City using payment methods established by the City and its selected depository institutions and/or credit and debit card issuers (collectively, "Banks"). These methods may include credit and debit card payments or electronic ACH transactions from Payors' bank accounts into the City's bank account. Payments made by credit or debit card are subject to operating rules and regulations of the card issuer. The City and selected vendor shall not be liable to Payors for any changes to the services required by the card issuers or other intermediary processors, or for any inability to provide credit or debit card processing services as a result of the withdrawal of authorization from the issuing companies

The anticipated contract start date will be December 17, 2022. The contract duration is three (3) years with the option to extend for an additional three (3) years with City Council Approval.

Estimated yearly transactional volumes by department:

Department	Approximate Number of Annual Credit/Debit/ ACH Transactions
Treasury	35,000
City Clerk	2,800
Inspectional Services	10,000

Technical Proposal - #23-18 Payment Gateway and Merchant Services City Hall Systems, Inc.

Division	
Traffic & Parking	16,000 – 20,000, Microtransaction volume approx. 250,000
Public Safety	1,000
DPW/Vendor Vehicle Inspections	100
Engineering	10,00
Recreation/My Rec	3,000
School/AP Testing Fees	300

With FY22, the city (excluding the Parking department) had approximately 16,000 credit card transactions of \$5.6M and almost 35,000 echeck transactions of \$69.5M.

The awarder Vendor's system must be compatible with existing City payment systems except for the system it replaces and any standalone payment systems. A list of some online portals and payment systems that the City of Somerville's various departments currently uses is listed below:

- Invoicecloud
- Cathedral
- Bill Trust
- MyRec
- Citizen Serve
- Conduent
- Stripe
- City Hall Systems
- Kelly and Ryan
- Munis/Tyler Cashiering

For Microtransactions:

Paybyphone

IPS

Parkmobile

Iccluding Parkeon (Flowbird), and any other vendor the City chooses to use.

cHS's software has the ability to integrate with any other systems that the City may use. The type of integration is dependent on the other systems' ability to exchange information with CHS. CHS will provide the means of integration with other systems via APIs, Web Services or secure file download in specified format, as necessitated by other systems' ability to exchange information. CHS has its own in-house programming staff to meet these needs as required by the City in a timely fashion. CHS is currently integrated with Bill Trust, MyRec, Citizen Serve, and Kelley and Ryan. CHS can establish integration to any other systems that the City requires.

Scope of Work/Specifications / Requirements for Payment Gateway and Merchant Services

Vendor shall provide a PCI-compliant gateway to accept online payments for real estate and personal property taxes, water bills, vital records, and any other bills or charges owed to the City or items citizens can purchase from the City. Vendor shall also have the ability to provide multiple merchant accounts for credit card processing at various City Departments including but not limited to Treasury, City Clerk, Engineering, Inspectional Services, Public Works, Parking Department, and Public Safety Departments. Credit Card terminals will be required at each cashier station to facilitate payment and provide receipts.

The City requires a daily batch report from the awarded Vendor in order to reconcile cashier activity and bank account(s). The Vendor's equipment shall integrate with the City's MUNIS, ticket/permit processing system (Conduent) and other collection and accounting software programs currently in use or hereinafter acquired, for example CitizenServe is currently used for licensing and permitting. Credit card numbers shall not be stored on any City equipment and shall solely reside on Vendor terminals. Signature storage is strongly recommended in order to refute charge backs.

- A. Functionality. The successful vendor will provide and maintain electronic payment processing that meets the following:
- 1. Payment gateway shall provide for City-wide collections, i.e. payments from any Payor to any City department or agency.
- CHS's software is designed to provide for City-wide collections. CHS can handle interface to any third-party software vendor and provide any department or agency with a wide array of options to collection electronic payments. CHS's purchase request webpages incorporate extensive business logic that allow for the acceptance of data, uploaded documents, signoffs, and complicated calculations of payment options, including free request. CHS also offers point-of-sale customized by department, remote payments through our tablet applications, kiosks, and online invoice presentation.
- 2. Vendor's software meets compatibility requirements with Tyler Technology's MUNIS software as related to data import and export files including MUNIS scheduler. Software must allow for automated transaction file import and download exports with set up functionality compatible with vendor's existing processing and setup functionality. Vendor must be able to conform to technical changes including upgrades as implemented by Tyler Technology on MUNIS software over the period of the contract. Similar compatibility, import and download functionality will be required for other bill types and other systems as determined by the City.
- CHS's software meets all the functionality requirements specified in this section. CHS's software will be able to provide similar functionality for any other bill types determined by the City.
- 3. Vendor's software will allow City to import daily payments as entered into MUNIS software by City in such a manner that "itemized detail" rather than "aggregate payment detail" will be displayed at the customer level for all users to view. Similar payments specifications will be required for other bill types as determined by the City.
- CHS's software allows for storage of prior year information, including PDFs of Account Receivable bills. CHS will load all prior year data requested by the City, including payment

details. CHS will load PDFs provided by the City or its printer, or re-create Account Receivable bills, for all historical data loaded. Users and Payers will have access to prior year PDFs and payment information.

- 4. Vendor must provide access to prior year information including .pdfs of Accounts Receivable bills. Users should have access to an electronic database created by vendor with all data and payment information.
- CHS's software allows for storage of prior year information, including PDFs of Account Receivable bills. CHS will load all prior year data requested by the City, including payment details. CHS will load PDFs provided by the City or its printer, or re-create Account Receivable bills, for all historical data loaded. Users and Payers will have access to prior year PDFs and payment information.
- 5. Vendor should allow ability for users to generate an Accounts Receivable bill with past due amount stated through future date. Allows all Payors to re-print an Accounts Receivable bill copy (.pdf) that shows address info as displayed after it has gone through the USPO bulk mail software.
- CHS's software allows the City to generate an Account Receivable bill with past due amount stated through future date. CHS allows all Payers to re-print an Account Receivable bill copy (.pdf) that shows address information as displayed after it has gone through the USPO bulk software.
- 6. Vendor's software must have ability to allow City or Vendor to add general information and special condition notes in order to retain pertinent information.
- CHS's software meets all the functionality requirements specified in this section. Notes can remain with specific bills or be carried forward to future bills at City's discretion. Additionally, the City may upload documents as part of the notes.
- 7. Municipal user security required for unlimited users that allows for restricted access when required by the City.
- CHS's software meets all the functionality requirements specified in this section. CHS allows for an unlimited number of City users. Access to all information is restricted by user as specified by the City.
- 8. Vendor's software should offer Payors the ability to pay current and past due Accounts Receivable, such as taxes and utility bills, online with daily overdue interest calculations displayed.
- CHS's software meets all the functionality requirements specified in this section. The City will have discretion when overdue interest will be calculated on a bill by bill basis. Because any bill entered into CHS's revenue collection software has a ledger, CHS can accurately calculate overdue interest. Thus, if an update file is not received from MUNIS (or other software vendor), CHS will calculate the additional overdue interest. Safeguarding that a past due bill has the correct balance every day.
- 9. Ability for Payors to pay and view multiple Accounts Receivable bill types such as taxes and utility bills at one time with one fixed ACH cost, ideally ACH charges will be nominal or not charged.
- CHS's software meets all the functionality requirements specified in this section.

- 10. Vendor will provide at no cost to the City credit/debit card swipe terminals (pin-pads) and/or tablets to be used at various City departments, agencies or locations as determined by the City to enable on-site payment processing, including web based and via cellular payment method, if City should deem necessary, as cellular connection payment processing will allow for Payor payments at locations where an internet connection is lacking. Vendor shall provide tablets and/or other required equipment to facilitate payment at no cost to City. Provided equipment shall be configured to work with City equipment.
- CHS will provide at no cost to the City credit/debit card magnetic swipers. These are not pin pads. CHS will provide up to 5 tablets, together with credit/debit card magnetic swiper/printer, at no cost to the City, and any additional tablets (and swipers/printers) can be purchased at cost.
- 11. Ability for Payors to view City bills or print city bills without requirement of a Payor account or login.
- CHS displays the most current bill to the Payor without requirement of an account or login. Bills can be printed at Payor discretion.
- 12. Ability for Payors to make payment without requirement of a Payor account or login. These payments should allow the Payor to pay multiple bills in a shopping cart, pay with credit or ACH, and allow e-bill enrollment. Account creation or log-in should not be required.
- CHS's software meets all the functionality requirements specified in this section, except if a Payor desires to enroll a bill for e-billing, CHS requires an account be created in order to track such enrollment.
- 13. Parking dept has 5 customer windows. Point of sale must allow the customer to swipe or tap for credit and debit payments without the assistance of the clerk.
- CHS's system meets the requirements of this systems. The point of sale would allow the customer to swipe the credit card.
- 14. Ability for Payors to pay City bills by pay-by-phone, or by making an online payment via credit card, debit card, pay-by-text, ACH/electronic check, or other payment mechanism, in a secure online environment. The vendor's system shall provide processing for all forms of online or electronic payment and shall provide a manner in which payments not paid through the vendor's system shall be visible to the customer. The system shall provide posting for all payment transaction in a time specified in the vendor's proposal, however, time is of the essence in this process. All payment amounts will be validated against the most recent receivable files.
- CHS's software meets all the functionality requirements specified in this section, except that CHS does not allow pay-by-text at present. CHS offers live operator pay-by-phone at no cost to the City.
- 15. Provide the Payor capability to register to access Payor's account history, schedule a payment, set up Auto-Pay payments, create a budget payment schedule and store credit card or bank account information for future use.
- CHS's software meets all the functionality requirements specified in this section, except that

CHS does not allow for the creation of a budget payment schedule at present.

- 16. Allows Payors to set up automatic and scheduled payments through their Payor account.
- CHS's software meets all the functionality requirements specified in this section.
- 17. Ability for Payors of real estate and personal property taxes to pay outstanding prior year bills regardless of tax bill year.
- CHS's software meets all the functionality requirements specified in this section.
- 18. Customer support shall include a call center with multi-lingual live phone payments, live online chat, and live customer support.
- CHS meets all the functionality requirements specified in this section. CHS has a call center with both English and Spanish speaking operators. Payments are accepted by phone. The live online chat allows Payors to communicate in any language desired and responses are provided in selected language.
- 19. The vendor's service shall provide for simplistic searches.
- CHS's software meets all the functionality requirements specified in this section.
- 20. Search for Accounts Receivable bills by street address, owner name, license plate and bill number or other combination, or other public data as determined by the City.
- CHS's software meets all the functionality requirements specified in this section.
- 21. The vendor's service shall include shopping cart functionality.
- CHS's software meets all the functionality requirements specified in this section.
- 22. Option for Payor to have an online account if desired, showing multiple years of payment history enabling a historical view of bills and payments.
- CHS's software meets all the functionality requirements specified in this section. CHS offers 3 years of payment history and 7 years of historical bill PDFs through online accounts.
- 23. Payors who have scheduled a payment or registered for Auto-Pay will receive an e-mail notification from the Service of pending payments. Said notification will detail how Payor may cancel an impending transaction should a cancellation be required.
- CHS's software meets all the functionality requirements specified in this section.
- 24. The Service offered will allow the Payor the option to elect paperless billing and will coordinate with billing company to suppress printed copies.
- CHS's software meets all the functionality requirements specified in this section. CHS also offers the Payor an additional option to receive email notifications and continue to receive paper invoices.
- 25. Secure data during its collection, transmission and storage to comply with existing cyber-security industry standards. Data protection during collection and transmission via SSL with 128 bit encryption

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or better.

- CHS meets or exceeds cyber-security industry standards for data protection during its collection, transmission, and storage. CHS is a PCI compliant payment processor.
- 26. Vendor allows for payments using Visa, MasterCard, Discover, American Express credit cards and branded debit cards (MasterCard/Visa) as well as electronic checks/ACH and/or other payment methods that may be or may become available in commerce in real time, i.e. immediate acceptance or rejection.
- CHS's software meets all the functionality requirements specified in this section.
- 27. Vendor shall provide as many separate merchant accounts as the City deems required for each tax, charge, or fee type as requested or TBD by the City.
- · Yes.
- 28. Transaction and merchant fees paid will be paid by the customer as a convenience fee unless the City decides to pay the fees. Should the City elect to pay a fee, the vendor will bill the City under separate cover for the charges and include an itemized invoice.
- Yes.
- 29. Vendor provides a fixed per transaction cost for credit, debit and micro-transactions inclusive of all discount, interchange, and any other variable pricing and/or any and all fees.
- CHS charges a fixed percentage of the amount charged as a convenience fee (with a minimum charge) on all credit/debit card transactions. CHS will charge a fixed per transaction convenience fee on micro-transactions covered by Part II below.
- 30. All convenience fees must be processed as a separate and unique transaction and not imbedded in total amount due.
- CHS meets all the functionality requirements specified in this section.
- 31. Daily reports must include transaction fee line and purchase line. Report must be compatible with the city's daily ticket/permit processing reports.
- CHS meets all the functionality requirements specified in this section.
- 32. Vendor will invoice city for all fees for the transactions charges upon which the City agrees to pay.
- Yes.
- 33. Vendor will be responsible for all charge back fees and report all charge backs daily.
- Yes.
- 34. Provide a confirmation number for every successful payment.
- · Yes.
- 35. Vendor will scale its staff to meet peak demand of seasonal collection cycles.
- Yes.

- 36. Provide on-line, secure payment tracking.
- CHS's software meets all the functionality requirements specified in this section.
- 37. Timely notification by e-mail to the Payor and the City of all charge backs.
- CHS's software meets all the functionality requirements specified in this section. The day of the charge back, CHS will first adjust the online balance to reverse the payment and then add any NSF fees as required by the City. Next, CHS will email the Payer and the City of charge back. Each day the City will receive a charge back report identifying all charge backs and any NSF fees assessed.
- 38. Financial reports of all payments; reports available on-line to specific City department.
- CHS's software meets all the functionality requirements specified in this section.
- 39. Audit trail of a transaction through the entire payment cycle.
- CHS's software meets all the functionality requirements specified in this section.
- 40. Must provide means of integration with internal City applications currently in use or hereinafter acquired via documented and delivered APIs or Web Services or secure file download in specified format. City currently utilizes third party vendors to collect permits, fees, and other bills.
- CHS's software can integrate with any internal applications the City may use. The type of integration is dependent on the internal application's ability to exchange information with CHS. CHS will provide means of integration with internal applications via APIs, Web Services or secure file download in specified format, as necessitated by internal applications ability to exchange information. CHS will integrate with third party vendors dependent on such party's ability to exchange information with CHS.
- 41. Preferred system will allow Bill Processors (Tax Services, Banks, Credit Unions or Mortgage Companies) to electronically research real estate tax information, report taxes owed and remit payments on behalf of property owners.
- CHS's software meets all the functionality requirements specified in this section. CHS will also provide Bill Processors with an electronic file of the City's real estate tax information, as requested.
- 42. The vendor's web-interface will be customized to match the City's look and feel and also have the ability to be quickly and easily be changed by the vendor at the City's request, at no cost to the City.
- CHS's software meets all the functionality requirements specified in this section.
- 43. Selected system shall have the ability to interface with multiple other systems to allow for on-line registration and payment for orders, tickets, classes, permits, programs, etc., via any city department, for example, ordering a birth certificate from the City Clerk, a permit or license from ISD, a white goods sticker from Public Works, and other City departments such as Council on Aging, Parks & Recreation, and School, among others currently in use or hereinafter acquired

- CHS's software can integrate with any other systems that the City may use. The type of integration is dependent on the other systems' ability to exchange information with CHS. CHS will provide means of integration with other systems via APIs, Web Services or secure file download in specified format, as necessitated by other systems' ability to exchange information. CHS has its own in-house programming staff to meet these needs as required by the City in a timely fashion. CHS can design extensive online payment webpages for the ordering of items from the City.
- 44. The vendor must provide an eBilling solution and maintain email addresses. Vendor must describe how they manage their eBilling process including how they process shutting off eBilling when parcels change ownership, as well as how they monitor and track emails that are "sent" and emails that are "returned undeliverable".
- CHS's software offers an eBilling solution and maintains email addresses. Once a Payer has created an account and added her/his bill to the account (can be accomplished by paying bill while logged in or by searching for bill and selecting to add to account), Payer has 3 billing selection choices: paper, eBilling (electronic bill only) or eNotification (electronic and paper bill). Paper is the default billing method when bill is added to an account. If the Payer selects eBilling, an email will be sent to Payer each billing cycle identifying the bill, due date and amount due, with a link to the PDF of the bill. All emails are verified when accounts are opened by Payer to ensure delivery.
- At each invoice mailing, CHS provides the City's printing vendor with a list of bills that are not to be mailed. CHS maintains a log of all emails that are sent for eBilling. Before eBilling emails are set out for a bill, CHS verifies that no change has occurred in the ownership name. If there is a change in the ownership name, CHS converts the billing method to eNotification for that bill and sends the Payer an email that the billing method has reverted to eNotification due to an ownership name change. CHS will also mail a paper copy of the last invoice to ensure copy of invoice is received by new owner. Payer must then log into her/his account and reselect eBilling method to reactivate.
- If any emails are returned undeliverable, CHS converts the billing method to paper for that bill and mails a paper copy of the last invoice to ensure copy of invoice is received. CHS maintains logs of all emails sent and returned undeliverable.
- 45. The City and selected vendor shall not be liable to Payors for any changes to the services required by the card issuers or other intermediary processors, or for any inability to provide credit or debit card processing services as a result of the withdrawal of authorization from the issuing companies.
- Yes.
 - 46. Vendor and does not allow payments to real estate parcel bills that have been put into tax title. It is a critical component of the City's financial operations.
- CHS's software meets all the functionality requirements specified in this section.

Vendor shall comply with the Massachusetts Data Protection Law 201 CMR 17.00: Standards for the Protection of Personal Information of MA Residents

• CHS complies with the Massachusetts Data Protection Law 201 CMR 17.00: Standards for the

Protection of Personal Information of MA Residents. CHS maintains a written security plan to secure personal information of Massachusetts residents. This plan outlines technical and physical aspects of securing personal information. CHS maintains this policy and providing annual awareness training to all CHS employees.

B. Payment Validation

- 1. Credit and debit card payment transactions processed with "real-time" authorization, i.e., immediate acceptance or rejection.
 - o CHS's software meets all of the functionality requirements specified in this section.
- 2. ACH payment verifications typically require a minimum of two business days. In order to provide a minimum accuracy test upfront, the software should allow for immediate routing number verifications as an initial confirmation that correct bank information was entered.
 - CHS's software meets all of the functionality requirements specified in this section.
- 3. The Vendor will add "not-sufficient funds" (NSF) fee to Payors' account balance if required.
 - CHS will add the "not sufficient funds" fee to Payers' account balance. CHS will provide email to Payers and the City that NSF fee has been added to account balance and send the City a detailed payment reversal report with NSF fees identified.

C. Payment Processing

- 1. Credit/debit card payments must post to a City's bank account as a daily batch by merchant account. City may have several separate merchant accounts.
 - o CHS's software meets all of the functionality requirements specified in this section.
- 2. E-Check must post to City's account as a daily batch. The batch amount must tie to one day of e-check receipts with real-time feedback on payment confirmation, authorization and transaction information (e.g. account number, permit number, invoice number, etc.).
 - o CHS's software meets all of the functionality requirements specified in this section.
- 3. ACH transactions processed by 5:00 p.m. (EST) shall be available to the City within one (1) business day.
 - With CHS's software ACH transactions processed by 8:30 PM (EST) shall be available to the City within two (2) business days.
- 4. Credit/debit card transactions received by 5:00 p.m. (EST) shall be processed for settlement that night, and funds will be available to the City within two (2) business days.
 - With CHS's software credit/debit card transactions processed by 8:30 PM (EST) shall be available to the City within two (2) business days.

- 5. Notification by e-mail to the Payor and the City of all charge backs within two (2) business days. Notification will include Payor's name, date of payment, payment type (i.e. e-check, credit card), payment amount, and bill number as entered by customer for processing.
 - o CHS's software meets all of the functionality requirements specified in this section.
- 6. Payment file must be in the file format specified by the City and may vary for different bill payment categories.
 - o CHS's software meets all of the functionality requirements specified in this section.
- 7. Only monies due to the city will appear in the daily deposits. There shall be no expense to the city for this service.
 - o CHS's software meets all of the functionality requirements specified in this section.
- 8. Each payment type will have its own unique merchant number and financial reports, to be determined by the city.
 - o CHS's software meets all of the functionality requirements specified in this section.

D. Reports

Vendor's software shall calculate overdue interest on all past due bills as directed by the City. Vendor will be able to load past fiscal year bills as required by the City. This information should be loaded in order for .pdf bill copies to be printed.

The 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, account number, or fee type), and amount paid. Report must allow for date parameters and be sorted by merchant account. Report must subtotal by receivable type / bill category type (or permit type) and by payment type. Convenience fees, if charged, must be subtotaled separately. Report should show both approved and declined transactions.

CHS's software calculates overdue interest on all past due bills as directed by the City. CHS will load past fiscal year bills as required by the City so that PDFs and payment history can be displayed. The CHS payment report lists details as required by the City. The payment report allows date parameters and sorting by merchant account. The payment report subtotals by bill and payment type. CHS will add the convenience fees charged to payment report if required by the City. CHS will provide reports of all charge back transactions.

E. Training, Customer, and Technical Support

The vendor shall provide phone and email support to Payors on all transactional related questions and issues. Vendor shall provide user training, administrative and development training as well as documentation for City technical staff prior to implementation date. Vendor shall, as requested by the City, provide customer notices

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and similar materials disclosing all surcharges and conditions applicable to an online and electronic payment Payor.

The vendor must provide a dedicated support team for all services provided, both to the City and its Payors. Phone and email responses from a call center or customer support center are required, including notice to Payors and City of failed payments.

CHS provides phone and email support to Payers on all transaction related questions and issues. CHS also provides multilingual online chat support as well. CHS provides user training, administrative and development training as well as documentation for the City technical staff prior to implementation date. CHS will, as requested by the City, provide customer notices and similar materials disclosing all surcharges and conditions applicable to an online and electronic payment payer. CHS's software allows the City to post messages to Payers across any and all bill types. CHS provides a dedicated support team for all services provided, both to the City and its Payers. CHS has phone and email responses from its call/customer support center, including notices to taxpayers of failed payments.

F. Project Schedule

The system is to be implemented and go live no later January 1, 2023 or such reasonable date thereafter as the City may determine.

O CHS agrees to the timetable for implementation.

G. Notification of Change

In the event of any such changes or withdrawal of authorization affecting the vendor's ability to provide services under this RFP, the vendor shall provide the City with written notice within five (5) business days of the receipt of such notice.

O CHS agrees to such notification.

H. Marketing of Electronic Payment Services

It is the goal of the City to increase to the extent possible the number of payments made to it electronically, and the vendor's compensation will increase pro rata as the number of electronic transactions increase. The winning proposer shall provide to the City, at no cost, marketing materials promoting the electronic payment services and take any other appropriate steps to increase the number of electronic transactions processed hereunder.

CHS agrees to provide the City with marketing materials, such as bill stuffers, promoting the electronic payment services and to take any other appropriate steps to increase the number of electronic transactions processed hereunder. CHS will help write newspaper announcements, customer email alerts, and website content to help increase online usage.

I. Transitional Plan & Services

The winning proposer shall work with the vendor currently providing electronic payment services to the City. All proposers should provide a plan to transition the City's existing online Payor accounts from the current vendor to the proposer. Specifically, the proposer shall describe its process for migrating customers with future-scheduled payments to the new software platform. In the event the City decides NOT to migrate customers with future-scheduled payments, that process shall be described as well. Proposers should note that the pricing schedule which is provided for this RFP does not allow for separate pricing for these transitional services. Accordingly, proposers must include their costs for transitional services within the prices on their Proposals, i.e., Proposers should "build-in" their costs for additional services.

The successful proposer shall also provide transitional services at the end of the contract term when it is succeeded by a new vendor. These services shall be priced into your proposal.

e CHS is the current vendor. However, if CHS is asked to replace another vendor, CHS agrees to work with the Town's vendor currently providing electronic payment services. If CHS is selected as the Town's new vendor, we would contact the current vendor to request they provide CHS will all online Payer account information available. CHS will establish accounts in its system for each existing online Payer based on the information received from current vendor. CHS will then email all existing online Payers notifying Payers of new system and steps required to activate their preestablished accounts. CHS would not recommend that confidential Payer information be transferred from current vendor to CHS for potential security issues. Rather, CHS would recommend that after accounts are established for existing online Payers and email notifications are provided, that Payers enter their confidential payment information directly into CHS's system. Payers would then need to re-establish future scheduled payments in CHS's system. Instructions for this procedure will be provided in the alert email. Upon conclusion of any services CHS might be providing the Town, CHS will provide all non-confidential Payer information to new vendor, as directed by the Town.

J. Disaster/Business Recovery Plan

- 1. The proposer shall submit with its proposal a description of the company's Business Disaster/Business Recovery Plan in the event of internal failure and/or external disaster beyond your control. Please define and identify specific backup equipment, personnel and locations.
- CHS utilities Amazon Web Services for cloud backup storage, these storage options have redundancies to eliminate a single point of failure. All systems for CHS can be restored in a reasonable timeframe per the company's disaster recovery plan in the case of an uncontrollable event. If CHS' corporate office in Hopedale MA was unreachable for any reason, all of our necessary systems have accessibility from remote locations including our ability to take phone calls as we use a cloud-based system.
 - 2. Please identify what your Disaster/Business Recovery Plan specifically covers for essential services.
- CHS' covers all services deemed essential for the company to take payments online and provide client access to our backend services.
 - 3. How often is your Disaster/Business Recovery Plan actually tested?

- CHS has an annual review and test of the Disaster recovery plan as well as regularly scheduled reviews of our backup process and testing.
 - 4. Have you had to activate the Disaster/Business Recovery Plan due to an actual disaster or major systems failure within the last three years? If yes, please explain.
- No, CHS has not had to activate the Disaster/Business Recovery Plan.
 - 5. Do you have a post-disaster contingency plan if your first back-up location becomes inoperative? If yes, please explain.
- Yes, CHS' infrastructure has been created and maintained in a way that eliminates the need for a single location to be responsive. Having our backups stored in multiple cloud locations provides CHS the flexibility to restore our services to the best available resources at that time.
 - 6. Submission of a Disaster/Business Recovery Plan shall be considered a Minimum Criterion.
- CHS has a Disaster/Business Recover Plan as part of its PCI compliance and shall furnish it upon the City's request.

PART II

Specifications/Requirements for Micro-transactions:

The Vendor will also be required to process the City's parking meter transactions for its fleet of credit card enabled parking meters (currently IPS and Parkeon) in addition to Parkmobile, and PaybyPhone, the City's smart mobile parking payment (pay by phone) platform, as well as any other hereinafter utilized payment service platform(s). The City processes approximately 250,000 credit card transactions on it current fleet of credit card enabled meters and pay by app. For the purposes of these micro-transactions, defined herein as any transaction that is \$5 or less, the City requires Vendors provide a fixed per transaction cost inclusive of all discount, interchange, and any other variable pricing and/or any and all fees. Micro-transaction fees will be paid by the customer.

Traffic & Parking Requirements:

Vendor shall service the Somerville's account directly regarding the following:

- Setting up terminal stations at each cashiering location, including training of city staff
- Configuring payments within the ticket/permit processing system currently Conduent
- Servicing problems with terminals, ongoing IT support, maintenance and help desk during normal business day Monday-Friday 9AM-7PM
- Vendor will support and report all chargebacks and discrepancies at no cost to the city
- Vendor will provide daily and monthly reports of deposits
- No convenience fees will be paid by the city nor will any monies generated by the fees appear in the city's accounts.

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Department	Approximate Number of Annual Micro-Transactions
Traffic & Parking – Parking Meters	250,000

e CHS processes all transactions through its relationship with Heartland Payment Systems, a Global Payments company. For the Part II Micro-transactions, CHS will process these micro-transactions directly through Heartland. CHS will provide the support reporting discrepancies and charge-backs, and will supply monthly statements by account in excel format. Set up of terminal stations, training, ongoing IT support, maintenance and help desk during normal business days will be provided.

Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in this section of the RFP shall be used to evaluate responsible and responsive proposals. The Comparative Evaluation Criteria are:

All proposals will be reviewed by an evaluation committee composed of employees of the City. Final selection will be based upon the evaluators' analysis of the information and materials required under the RFP and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum quality requirements will be reviewed for responses to the comparative evaluation criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the comparative evaluation criteria.

The City will only award a contract to a responsive and responsible Proposer. Before awarding the contract(s), the City may request additional information from the Proposer to ensure that the Proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

Factor 1: Years of Experience with municipalities in the Commonwealth of Massachusetts			
Highly Advantageous	Vendor has at least five (5) years' experience in the set up and monitoring of online bill pay services & credit/debit card processing for municipalities in the Commonwealth of Massachusetts with more than 75,000 residents.		
Advantageous	Vendor has less than five (5) but more than three (3) years' experience in the set up and monitoring of online bill pay services & credit/debit card processing for municipalities in the Commonwealth of Massachusetts with more than 75,000 residents.		
Not Advantageous	Vendor has less than three years' experience, but more than one year, in the set up and monitoring of online bill paying & credit/debit card processing for municipalities in the Commonwealth of Massachusetts with less than 75,000 residents.		
Unacceptable	Vendor has less than one year experience in the set up and monitoring of online bill paying and credit/debit card processing for municipalities in the Commonwealth of Massachusetts.		

Highly Advantageous: CHS has at least five (5) years' experience in the set up and monitoring of online bill pay services & credit/debit card processing for municipalities in the Commonwealth of Massachusetts with more than 75,000 residents. In fact, CHS, and its management, have been performing the work described in this RFP for over 13 years. CHS's online payment software is being used by over 100 Massachusetts communities, including the City of Somerville, collecting various bills, including real estate, personal property, auto excise, boat excise, parking tickets, mooring & slip, and city ordinances. CHS also is processing any number of citizen purchase request.

Factor 2: Num Massachusetts	ber of municipalities that vendor has served in the Commonwealth of
Highly Advantageous	Vendor provides merchant services processing and payment gateways for fifteen (15) or more municipalities in the Commonwealth of Massachusetts.
Advantageous	Vendor provides merchant services processing and payment gateways for ten to fourteen (10-14) municipalities in the Commonwealth of Massachusetts.
Not Advantageous	Vendor provides merchant services processing and payment gateways for five to nine (5-9) municipalities in the Commonwealth of Massachusetts.
Unacceptable	Vendor provides merchant services processing and payment gateways for zero to four (0-4) municipalities in the Commonwealth of Massachusetts.

<u>Highly Advantageous:</u> CHS provides merchant services processing and payment gateways for fifteen (15) or more municipalities in in the Commonwealth of Massachusetts with more than 75,000 residents. CHS's online payment software has been utilized by over 100 Massachusetts

communities collecting various bills, including real estate, personal property, auto excise, boat excise, parking tickets, mooring & slip, and city ordinances. CHS also is processing any number of citizen purchase request.

Factor 3: Form and Payment Processing			
Highly Advantageous	System proposed supports payments using American Express, Discover, Visa, MasterCard and branded debit cards (MasterCard/Visa), electronic checks as well as pay-by-phone and pay-by-text.		
Advantageous	System proposed does not support payments from at least one of the following: American Express, Discover, Visa, MasterCard, and MasterCard/Visa debit cards.		
Not Advantageous	System proposed does not support payments from at least two of the following: American Express, Discover, Visa, MasterCard, and MasterCard/Visa debit cards.		
Unacceptable	System proposed does not support payments from at least three of the following: American Express, Discover, Visa, MasterCard, and MasterCard/Visa debit cards.		

<u>Highly Advantageous:</u> CHS's online payment system supports payments using American Express, Discover, Visa, MasterCard and branded debit cards (MasterCard/Visa), as well as electronic checks and pay-by-phone. However, CHS's online payment system does not currently accept pay-by-text.

Factor 4: Time	liness of Transaction Authorization
Highly Advantageous	Proposed system provides real-time authorizations for credit/debit card payments and performs minimum ACH payment verifications at time of payment by confirming that the routing number is valid.
Advantageous	Proposed system provides real-time authorizations for credit card payments but no minimum ACH payment verification.
Not Advantageous	Proposed system does not provide real-time authorizations for credit/debit card payments but requires a waiting period. It does perform minimum ACH payment verifications at time of payment by confirming that the routing number is valid.
Unacceptable	Proposed system provides real-time authorizations for credit/debit card payments and performs minimum ACH payment verifications at time of payment by confirming that the routing number is valid. Proposed system provides real-time authorizations for credit card payments but no minimum ACH payment verification. Proposed system does not provide real-time authorizations for credit/debit card payments but requires a waiting period. It does perform minimum ACH payment verifications at time of payment by confirming that the routing number is valid.

<u>Highly Advantageous:</u> CHS's system provides real-time authorizations for credit/debit card payments and performs minimum ACH payment verifications at time of payment by confirming that the routing number is valid.

Factor 5: Viability of Security Systems		
Highly Advantageous	Vendor demonstrates and documents in detail all aspects of security measures that are in place.	
Advantageous	Vendor has security measures in place but fails to demonstrate or document them in detail.	
Not Advantageous	Vendor has security measures in place but provides minimal information.	
Unacceptable	Vendor does not have security measures in place.	

Highly Advantageous: CHS has demonstrated and documented in detail all aspects of security measures that are in place, as indicated above in Section 2, Rules for Award/Specifications/Scope of Services, under Part I, Article A – Functionality, Criteria 24, Secure Data and Article J, Disaster/Business Recovery Plan. In fact, because CHS uses the Amazon Web Services cloud infrastructure for all computer services and backup storage, CHS has multiple locations across the US that act as disaster/business recovery locations in case of emergency. All CHS computer systems are encrypted and backed up twice a day to AWS. CHS has designed its cloud-based infrastructure to be redundant and have reliable availability across multiple regions. If CHS's corporate offices become unusable, CHS's employees can perform all essential functions from remote locations while a new corporate location is established.

Factor 6: Transaction and Merchant Fee Processing			
Highly Advantageous	Proposed system clearly indicates the City may decide whether transaction and merchant fees will be paid by the customer and maintain the right to change this if City decides to cover expense. The convenience fees are processed as separate and unique transaction amounts, not imbedded in the total amount paid.		
Advantageous	Proposed system does not clearly indicate the transaction and merchant fess may be paid by the customer or the City; the convenience fees are processed as separate and unique transaction amounts, not imbedded in the total amount paid.		
Not Advantageous	Proposed system clearly indicates the transaction and merchant fess are paid by the customer; the convenience fees are not processed as separate and unique transaction amounts, or are imbedded in the total amount paid.		
Unacceptable	Proposed system does not allow the transaction and merchant fees being paid by the municipality and fees are not itemized.		

<u>Highly Advantageous:</u> CHS's system allows the City to decide whether transaction and merchant fees will be paid by the customer and maintain the right to change this if City decides to cover

expense. In CHS's system the convenience fees are processed as separate and unique transaction amounts, not imbedded in the total amount paid.

Factor 7: Propo	oser's experience with the software programs relevant to this contract.
Highly Advantageous	Proposer has documented experience working with MUNIS and Conduent (a parking management company).
Advantageous	Proposer has documented experience working with MUNIS and/or Conduent.
Not Advantageous	Proposer has no documented experience working with MUNIS or Conduent.
Unacceptable	Proposer has not provided any documentation regarding experience with MUNIS or Conduent.

<u>Highly Advantageous:</u> CHS's software can integrate with any software programs that the City may use. The type of integration is dependent on the other systems' ability to exchange information with CHS. CHS will provide means of integration with other systems via APIs, Web Services or secure file download in specified format, as necessitated by other systems' ability to exchange information. CHS has its own in-house programming staff to meet these needs as required by the City in a timely fashion. CHS currently is working with over 40 Massachusetts communities utilizing MUNIS software. Heartland is one of the largest payment processing providing services to the parking management companies, such as Parkeon.

Factor 8: Interface with Separate Online Programs Registration and Payments Systems		
Highly Advantageous	Vendor can interface with a minimum of two (2) online programs registrations and payments systems which operate in Massachusetts municipalities.	
Advantageous	Vendor can interface with a minimum of one (1) online programs registrations and payments systems which operate in Massachusetts municipalities.	
Not Advantageous	Vendor can interface with at least one (1) online programs registrations and payments systems which does not operate in Massachusetts municipalities.	
Unacceptable	Vendor cannot interface with any online programs registrations and payments systems.	

Highly Advantageous: CHS's system can interface with a minimum of two (2) online programs registrations and payments systems which operate in Massachusetts municipalities. For example, CHS currently interfaces with online program registration and payment systems in the communities of Newton (park & recreation), Chelmsford (dog licenses), Framingham (building permits), Somerville (city ordinances) and Rockport (beach, parking and transfer station). CHS's software can integrate with any other online programs registrations and payments systems that the City may use. The type of integration is dependent on the other systems' ability to exchange information with CHS. CHS will provide means of integration with other systems via APIs, Web Services or secure file download in specified format, as necessitated by other systems' ability to exchange information. CHS has its own in-house programming staff to meet these needs as required by the City in a timely fashion.

F 40 0	W Overlity of Dyonosel
Highly Advantageous	The proposer's response is thorough, comprehensive, detailed and specific. It clearly demonstrates the proposer's understanding of the project and City's strong desire to market this endeavor. The proposal provides detailed examples of the proposer's comparable project experience. The overall content of the proposal provides the maximum assurance to the City that the proposer possesses the knowledge, skills, expertise and resources to effectively supply the services and equipment needed to fulfill the terms of the contract. The proposal also shows the capability to implement enhancements and improvements to the system on an on-going basis.
Advantageous	The proposer's response is, for the most part, thorough, comprehensive, and detailed. The response addressed the project and cited some examples of past performance and project experience. The overall content of the proposal provides a high level of assurance to the City that the proposer possesses the knowledge, skills, expertise and resources to supply the services, marketing and equipment needed to fulfill the terms of the contract. The proposal also shows willingness to implement enhancements and improvements to the system.
Not Advantageous	The proposer's response lacks thoroughness, comprehension, and detail. The response addressed the project and cited come examples of past performance and project experience. The overall content of the proposal does not provide a high level of assurance to the City that the proposer possesses the knowledge, skills, expertise and resources to supply the services, marketing and equipment needed to fulfill the terms of the contract. The proposal does not show a willingness to implement enhancements and improvements to the system.
Unacceptable	The proposer's response is deficient in addressing the scope of work. The response does not demonstrate the proposer understands the project or will market the City's endeavor. The overall content of the proposal fails to provide a marginal level of assurance to the City that the proposer possesses the knowledge, skills, expertise and resources to supply the services and equipment needed to fulfill the terms of the contract.

<u>Highly Advantageous:</u> CHS's response is thorough, comprehensive, detailed and specific. CHS has demonstrated a clear understanding of the project and City's strong desire to market this endeavor. CHS has provided detailed examples of comparable project experience, such as Newton,

Springfield, Lawrence, Taunton, Framingham, and other municipalities. CHS possesses the knowledge, skills, expertise and resources to effectively supply the services and equipment needed to fulfill the terms of the contract. Because CHS has its own in-house programming staff we have the capability to implement enhancements and improvements to the system on an on-going basis.

	Factor 10: The vendor has the option of paying prior year bills via their platform without the City incurring additional expense for the hosting of any prior year.	
Highly Advantageous	Vendor allows for four fiscal years of RE/PP (real estate/personal property) prior year payments without further city expense for hosting the prior year files.	
Advantageous	Vendor allows for three fiscal years of RE/PP prior year payments without further city expense for hosting the prior year files.	
Not Advantageous	Vendor allows for one or two fiscal years of RE/PP prior year payments without further city expense for hosting the prior year files.	
Unacceptable	Vendor allows for only current fiscal year of RE/PP payments without further city expense for hosting the prior year files.	

<u>Highly Advantageous:</u> CHS allows for four fiscal years of RE/PP (real estate/personal property) prior year payments without further expense to the City for hosting the prior year files.

Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. Please complete the Quality Requirements form, below, and submit it with your completed proposal. The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1 - 10, or a failure to respond to any of the following minimum standards, will result in disqualification of your proposal.

QUALITY REQUIREMENTS			NO
l.	Proposer's firm is in good standing and has no reports of unsatisfactory or non-performance against them? Bidders must list any unsatisfactory or non-performance reports against them and any pending litigation(s). Listed shall be the reporting municipality, contact person & telephone number.	Yes	
2.	Vendor provides a PCI-compliant gateway.	Yes	
3.	Proposer has a minimum of five (5) years' experience in performing the work described in this RFP.	Yes	

		8 8	
K*			

Appendix B

Cost Details

☐ Service rate(s): Per Details Below

Supply rate(s): Per Details Below

¬Number of payments: Per Details Below

¬Payment upon completion of deliverables: Per Details Below

Fixed fee: Per Details Below

♥ Other: Per Details Below

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract and must include the applicable Purchase Order number. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due.

RFP # 23-18 SECTION 3.0 PRICING

By signing this Price Form, the Proposer certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled: Payment Gateway and Merchant Services

- The proposals will be received at the office of the Chief Procurement Officer, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than 11/30/22 by 2PM EST
- If the **awarded** vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 4.0.)
- Awarded Vendor must comply with Living Wage requirements (see Section 4.0; only for services)
- **Awarded Vendor** must comply with all applicable laws, including but not limited to the <u>Somerville Wage</u> Theft Ordinance.
- **Awarded Vendor** must comply with insurance requirements as stated in Section 4.0.
- The Chief Procurement Officer reserves the right to accept or reject any or all proposals and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed proposal package.

Should the Proposer believe that the categories below are inadequate to capture one or more unit costs, please use the "Other Fees" category to provide additional costs, and attach additional forms to fully disclose your pricing. Failure to complete the form, provide the requested information, or make alterations will be considered a conditional bid and the bid will be rejected:

PART I - Payment Gateway and Merchant Services Fees:

	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)	Year 6 (Optional)
Credit Card Payments	2.95% (\$1 minimum) See note 1					
Debit Card Payments	2.95% (\$1 minimum) See note 1	2.95% (\$1 minimum) See note 1				
ACH Payments	\$0.50 See Note 2					
Set Up	N/A	N/A	N/A	N/A	N/A	N/A
Annual Assessment/Compliance	N/A	N/A	N/A	N/A	N/A	N/A
Charge Back	N/A	N/A	N/A	N/A	N/A	N/A
Other Fees:	N/A	N/A	N/A	N/A	N/A	N/A

NOTES TO PART I - Payment Gateway and Merchant Services Fees:

NOTE 1: CHS charges a convenience fee of 2.95% (\$1 minimum per checkout) of the amount charged. Credit and debit cards are treated the same.

NOTE 2: CHS charges a convenience fee of \$0.50 per checkout to the payer. If the City decides to incur the convenience fee for ACH/electronic check transactions instead of the payer, CHS will reduce the convenience fee billed directly to the City to \$0.25 per ACH/electronic checkout.

PART II - Fixed Micro-Transactions Cost:

	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)	Year 6 (Optional)	
Credit Card Payments (micro-transactions)	\$0.10 per transaction over interchange, fees, dues, assessments	\$ \$0.10 per transaction over interchange, fees, dues, assessments	n es,				
Debit Card Payments (micro-transactions)	\$0.10 per transaction over interchange, fees, dues, assessments	transaction over interchange, fees, dues, assessments	1 3S,				
Charge Back (micro-transactions)	N/A	.N/A	N/A	N/A	N/A	N/A	
Other Fees:	N/A	N/A	N/A	N/A	N/A	N/A	

^{*} IN ADDITION TO THE PER TRANSACTION FEE, THE CITY SHALL BE RESPONSIBLE FOR REIMBUSING CHS ALL FEES AND DUES CHARGED BY CHS' DESIGNATED CREDIT CARD PROCESSER, INCLUDING BUT NO LIMITED TO PASS THROUGH CHARGES, INTERCHAGE, ACCOUNT FEES, ASSESSMENTS AND DUES.

Name of Company/Individual: City Hall Systems, Inc.					
Address, City, State, Zip: 3 Rosenfeld Drive, Hopedale, MA 01747					
Tel # 508-458-0050	Email: jbrodeur@cityhallsystems.com				
Signature of Authorized Individual James J. Brodeur Jr., Vice President					
Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification. ACKNOWLEDGEMENT OF ADDENDA:					
Addendum #1 <u>#2</u> # <u>#3</u> #4	<u>#5 #6 #7 #8 #9 #10</u>				

Appendix C Forms	

Form:___ Contract Number:



		ite of Authorit orations Only)	y	
Instruction	ons: Complete this form and	sign and date wh	nere indicated below	·•
1. I hereb	y certify that I, the undersigned	, am the duly elec	cted Clerk/Secretary	of
City H	all Systems, Inc.			
	(Insert Fu	ıll Name of Corp	oration)	
2. I hereby	y certify that the following ind (Insert the Name o	viduai	es J. Brodeur gned the Contract ar	nd Bonds)
is the d	uly elected Vice Presiden (Insert the Title o		of said Corpor	ation.
	y certify that on November (Insert Date: Must be on a	or before Date Of		
	y authorized meeting of the Bo was present, it was voted that		of said corporation, at	which a
-	James J. Brodeur		President	*
of de af in sh be fo	this corporation be and hereby liver contracts and bonds in the fix its Corporate Seal thereto, a this corporation's name and or all be valid and binding upon the namended or rescinded and the theory.	is authorized to re name and on belond such execution its behalf, with ohis corporation; a	make, enter into, exect half of said corporation of any contract of o or without the Corpor and that the above vote	cute, and on, and bligation ate Seal, e has not
Si Pi Pi	TTEST: gnature: (Clerk or inted Name: James J. Richarinted Title: Treasurer/Secre		AFFIX CORPORAT	'E SEAL HERE
	(Date Must Be on or aft	er Date Officer S	igned Contract/Bon	ds)

INSURANCE SPECIFICATIONS INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Chief Procurement Officer a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability......<u>\$ One Million</u>

Property Damage Liability......\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION......\$Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

- 1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
- 2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
- 3. All applicable insurance policies shall read:
- "CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:
City Of Somerville
c/o Procurement and Contracting Services Department
93 Highland Avenue
Somerville, MA 02143

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.

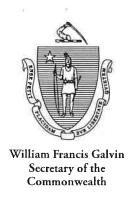
JMORLEY

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

I	f SUBROGATION IS WAIVED, subjectibles certificate does not confer rights to	ct to	the	terms and conditions of	the poli	cv. certain r	oolicies may	NAL INSURED provis require an endorsem	ons or bent. A s	e endorsed. statement on
	ODUCER		0011	mode noted in the of 30	CONTAC NAME:					
Kee	efe Insurance Agency, LLC				PHONE (A/C, No, Ext): (508) 528-3310				528-3887	
51 West Central Street 7 Franklin, MA 02038							efeins.com	(A/C, N	0):(300)	320-3007
					ADDRES			RDING COVERAGE		NAIG #
					INCLIDED			e Company		NAIC #
INS	URED				200000000000000000000000000000000000000			ce Company		22306
	City Hall Systems Int							ce Company		22300
	City Hall Systems, Inc. 3 Rosenfeld Drive						i s misurant	e Company		
	Hopedale, MA 01747-1547		- 13		INSURER					
					INSURER					-
00	OVERAGES CER	TIEI	ATE	NUMBER:	INSURER	(F:		REVISION NUMBER		
T II C E	THIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	ES O EQUI PER POLI	F INS REMI TAIN, CIES.	SURANCE LISTED BELOW I ENT, TERM OR CONDITION THE INSURANCE AFFORI LIMITS SHOWN MAY HAVE	N OF AN DED BY BEEN RI	NY CONTRAC THE POLICI EDUCED BY I	TO THE INSUF OT OR OTHER ES DESCRIB PAID CLAIMS.	RED NAMED ABOVE FOR DOCUMENT WITH RES	R THE PO	WHICH THIS
INSR		ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	L. L.	MITS	
Α	77							EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR			ODN8433383		10/1/2022	10/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000	
	X POLICY PRO-						PRODUCTS - COMP/OP AG	G \$	2,000,000	
	OTHER:								\$	
В	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO			ADN8431839		10/1/2022	10/1/2023	BODILY INJURY (Per person	n) \$	
	OWNED AUTOS ONLY X SCHEDULED AUTOS							BODILY INJURY (Per accide	ent) \$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
A	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	3,000,000
	EXCESS LIAB CLAIMS-MADE			ODN8433383	10/1/2022 10/1		10/1/2023 AGGREG	AGGREGATE	\$	
	DED X RETENTION\$ 0							Gen Agg	s	3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH	-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		UB3J271441		7/16/2022	7/16/2023	E.L. EACH ACCIDENT	\$	500,000
		1117	V/A					E.L. DISEASE - EA EMPLOY	ÆE \$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIM	IIT \$	500,000
DES City	CCRIPTION OF OPERATIONS / LOCATIONS / VEHICL of Somerville as additional insured und	ES (A	CORD e gen	101, Additional Remarks Schedu Ieral liability when required	ile, may be d by writ	attached if more	e space Is requir 	ed)		
CF	RTIFICATE HOLDER	_	-		CANC	ELLATION				
City of Somerville Purchasing Dept. 93 Highland Ave Somerville, MA 02143			×.	SHOU THE ACCC	ILD ANY OF T EXPIRATION PRDANCE WIT	I DATE TH TH THE POLIC NTATIVE	ESCRIBED POLICIES BE EREOF, NOTICE WIL Y PROVISIONS.			
					Cha	da	Film	2		



The Commonwealth of Massachusetts Secretary of the Commonwealth State House, Boston, Massachusetts 02133

Date: May 15, 2023

To Whom It May Concern:

I hereby certify that according to the records of this office,

CITY HALL SYSTEMS, INC.

is a domestic corporation organized on May 26, 2009 , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth
on the date first above written.

Secretary of the Commonwealth

Villian Travino Galicin

Certificate Number: 23050304310

Verify this Certificate at: http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx

Processed by: she

Form:____ Contract Number:



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq*.

<u>Instructions</u>: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2**.

<u>Purpose:</u> The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

<u>Definition of "Living Wage":</u> For this contract or subcontract, as of 7/1/2022 "Living Wage" shall be deemed to be an hourly wage of no less than \$15.96 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

- 1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
- 2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
- 3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

Online at: https://www.somervillema.gov/departments/finance/procurement-and-contracting-services

^{*}Copies of the Ordinance are available upon request to the Procurement & Contracting Services Department.

Form:	CITY OF SOMERVILLE	Rev. 04/14/2022
Contract Number:		

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

- 4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.
- 5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.
- 6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERT	IFIED BY:		2/2/
Signat	James J	. Richards	CAC!
	(Duly A	uthorized Representat	ive of Vendor)
Title:	CEO		<u> </u>
Name	of Vendor:_	City Hall Systems, In	c.
Date:	Novembe	er 29, 2022	

Online at: https://www.somervillema.gov/departments/finance/procurement-and-contracting-services

Form:	CITY OF SOMERVILLE
Contract Number:	

Rev. 04/14/2022

INSTRUCTIONS: PLEASE POST

NOTICE TO ALL EMPLOYEES REGARDING PAYMENT OF LIVING WAGE

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2022 is \$15.96 per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Procurement & Contracting Services Department directly.

Online at: https://www.somervillema.gov/departments/finance/procurement-and-contracting-services

Contract Number:



Non-Collusion Form and Tax Compliance Certification

The state of the s
Instructions: Complete each part of this two-part form and sign and date where indicated below.
A. NON-COLLUSION FORM
I, the undersigned, hereby certify 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 word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Signature: (Individual Submitted Bid or Proposal) Duly Authorized
Name of Business or Entity: City Hall Systems, Inc.
Date: November 29, 2022
B. TAX COMPLIANCE CERTIFICATION
Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the pest of my knowledge and belief, I am in compliance with all laws of the Commonwealth elating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).
Signature: (Poly 1)
(Duly Authorized Representative of Vendor)
Name of Business or Entity: City Hall Systems, Inc.
Social Security Number or Federal Tax ID#: 27-0242178
Date:11/29/202

Online at: www.somervillema.gov/purchasing

REFERENCE FORM

Bidder: City Hall Systems, Inc.	s
BID#/ Title: RFP # 23-18 Payment Ga	ateway and Merchant Service
Reference: City of Framingham	Contact: Carolyn Lyons Treasurer/Collector
Address: 150 Concord Street	Phone: 508-532-5430
Framingham, MA 01702	Email: CRL@framinghamma.gov
Description and date(s) of supplies or services	vices provided: Online pay processing services,
including tax and utilities. CHS also pr	rovides bill payment services in various departments
such as building, DPW, fire, clerk, and	school.
e	а
Reference: City of Newton, MA	Contact: Ronald Mendes, Esq.
Address: 1000 Commonwealth Avenue	Phone: 617-796-1336
Newton, MA 02459	Email: rmendes@newtonma.gov
Description and date(s) of supplies or services	vices provided: Online bill pay processing services,
including tax and utilities. CHS also pr	vovides online bill payment services for various departments
park & recreation, police, clerk, senior s	service, health services, and DPW.
Reference: City of Lawrence, MA	Contact: Perla Ortiz
Address: 200 Common Street	Phone: 978-620-3176
Lawrence, MA 01840	Email: portizcityoflawrence.com
Description and date(s) of supplies or ser-	vices provided: Online bill pay processing services
including taxes and utilities. CHS also	provides online bill pay processing services for various
departments, including ISD, DPW, airpo	ort, recreation, building, library and parking facilities.



CITY OF SOMERVILLE PROCUREMENT & CONTRACTING SERVICES DEPARTMENT REQUEST FOR PROPOSALS RFP# 23-18

The City of Somerville, through the Procurement & Contract Services
Department invites proposals for:

Payment Gateway and Merchant Services

The RFP package may be obtained online at https://www.somervillema.gov/procurement or from the City of Somerville's BidExpress page at http://www.somervillema.gov/BidExpress on or after. Monday. <a href="November 14. 2022. Sealed responses will be received at the PCS Department, Somerville City Hall, 93 Highland Ave., Somerville, MA, 02143 or via Bid Express until: 2:00 pm, Wednesday, November 30th, 2022

The City of Somerville reserves the right to reject any or all proposals, waive any minor informality in the RFP process, and accept the proposal(s) deemed to be in the best interests of the City of Somerville.

Please email iremy@somervillema.gov for more information.

Jordan Remy Senior Procurement Manager 617-625-6600 x3400

11/16/22 The Somerville Times

BID SOLICITATION

Description: RFP 23-18 Payment Gateway and Merchant Services

Bid Opening Date: 11/30/2022 02:00 PM Printed: 11/16/2022,12:08 PM

Bid Number
BD-23-1166-COS01- COS01-81654
Alternate ID
Requisition Number

Total	Unit Price	Unit	Quantity	Class-Item	Item
	; 	EA	1	The City of Somerville is looking for proposals from qualified vendors to provide payment gateway and merchant services. To	1
	TOTAL:				
-	TOTAL.	-			

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE PURCHASING ENTITY TO PURCHASE ANY GOODS OR SERVICES.

PURCHASED
By: Jordan Remy
Phone#: (617) 625-6600
Email: jremy@somervillema.gov
BUYER

Services

AWARDING AUTHORITY					
AGENCY:	BID NUMBER:				
Somerville, City of 93 Highland Avenue			RFP 23-18		
Somerville, MA 02143	riighiand Avenue				
Odinor vino, 115 (02) 40					
CONTACT INFORMATION	V :				
NAME: PHO		HONE: 617-625-6600		ADDRESS	
		X:			
TITLE				_	
	2 1 2				
	Senior Procurement Manager jrem		OV		
DESCRIPTION:					
Payment Gateway and Mercha	ant Services				
CONTRACT INFORMATIO					
ESTIMATED RATE	DURATION OF CONTRACT		BID RELEASE TIME	BID DEADLINE DATE	BID DEADLINE TIME:
		11/14/22		11/30/22	2.00 P.M.
ADDITIONAL INFORMATION:					
To obtain bid documents, plea	se visit www.somervillema.g	ov/procurement			

AUDITING DEPT