

**CITY OF WALTHAM**  
**REQUEST FOR PROPOSALS**  
**BANKING SERVICES**

**2012**

**Bid Due Date 3:00 P.M. on June 19, 2012.**

SECTION 1: NOTICE OF REQUEST FOR PROPOSALS  
TO PROVIDE BANKING SERVICES

CITY OF WALTHAM  
TREASURER'S OFFICE  
610 MAIN STREET  
WALTHAM, MA 02452

The City of Waltham is soliciting proposals for a contractor to provide banking services commencing October 1, 2012 and ending on September 30, 2015. Proposal documents containing system requirements, evaluation criteria and other pertinent information may be obtained by visiting the City's web Site at [www.city.waltham.ma.us/open-bids](http://www.city.waltham.ma.us/open-bids). or by e-mail request at [jpedulla@city.waltham.ma.us](mailto:jpedulla@city.waltham.ma.us)

This proposal has been issued by the authority granted the City by MGL Chapter 30B effective on May 1, 1990. Proposers should familiarize themselves with the provisions of this Act. A manual outlining the legal requirement, recommended practices and sources of assistance are available at:

State Bookstore  
Room 16  
State House  
Boston, MA 02133  
Phone: (617)727-2834

Separate sealed envelopes, four containing the non-price technical proposal marked "Technical Proposal Banking Services" must be received by Joseph Pedulla, MCPPO, Purchasing Agent, 610 Main St., Waltham, MA 02452, prior to **3:00 P.M. on June 19, 2012.** **ONE PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE NO LATER THAN THE SAME DATE AND TIME ABOVE STATED.**

The successful proposer must demonstrate the ability to deliver a system that adheres to the specifications outlined in this document

SECTION 2: OBJECTIVE OF THE REQUEST FOR PROPOSALS (RFP)

The purpose of this Request For Proposals (RFP) is to obtain from qualified proposers detailed proposals for Banking Services. In the scope of this proposal are all payroll and vendor services, 37 depository accounts and counter credit card processing. All RFP balances and quantities are estimates only and the City reserves the right to increase or decrease them.

Responses to this RFP must be prepared in accordance with the requirements contained herein. Evaluation of the responses will be made by the City's Proposal Review Committee (Thomas J. Magno, Martin T. O'Malley and Suzanne LaCava).

Selection of the successful proposer will be based upon an evaluation and analysis of the information and materials required under the RFP. Additionally, the city may contact references and conduct reviews of other operational sites. The City reserves the right to require full collateral for its deposits over \$250,000. The City also reserves the right to divide the banking services described in this RFP among more than one financial institution responding to the RFP.

## SECTION 3: INSTRUCTIONS TO PROPOSERS

### 3.1 SIGNED AGREEMENT

By submitting a proposal, the proposer agrees that if the City makes an award to the proposer, a Contract shall be signed within 30 days of the notice of award.

### 3.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference has not been scheduled.

### 3.3 UNIFORM PROPOSAL FORMAT

To facilitate responsiveness and to evaluate the proposals using the Comparative Evaluation Criteria, it is desired that a uniform format be employed in structuring each proposal. Every proposal must be made upon the form attached hereto and must contain the true name and address of every person, firm, or corporation, who has or will have a direct or indirect interest in the proposal, and in the case of a corporation, the state in which incorporated, and the name and their address of the local agent or representative.

The proposer shall not add, delete, or alter the format of any document prepared by the City. If the proposer makes any changes to any of the documents, the City may reject the proposal. Any changes required, in the opinion of the proposer, should be attached as an addendum to the proposal form.

### 3.4 PROPOSAL SUBMISSION

Four (4) sealed copies of the technical proposal including all attachments thereto, and in a separate envelope one sealed price proposal must be delivered bearing on the outside of each envelope the name and address of the proposer, the proposal name in large letters "Banking Services", and the proposal opening date to: Joseph Pedulla, MCPPO, Purchasing Agent, 1st Floor, City Hall, Waltham, on or before **3:00 P.M. on June 19, 2012.**

### 3.5 FINANCIAL STRENGTH OF PROPOSER

A certified audited financial statement for the proposer and parent organization, if applicable, for the most recent fiscal year must be submitted with the proposal. Any proposal submitted without a certified, audited financial statement shall not be considered.

### 3.6 INSURANCE

For the term of the Contract, the successful proposer shall maintain the necessary applicable insurance coverage to protect workers and the City, i.e. worker's compensation, loss of revenue by the City.

### 3.7 CONFLICT OF INTEREST

The proposer shall submit a notarized written statement that there is no conflict of interest with respect to any Contract between the City and the proposer.

### 3.8 AUTHORIZED SIGNATORY(IES)

The signature of the authorized official(s) of the successful proposer must be provided on all the proposal forms. In the case of a corporation, the title of the officer signing must be stated and partnership, the signature of all the partners must follow the firm name, using the term "members of the firm." In the case of an individual, use the term "doing business as" or "sole owner".

### 3.9 REVISIONS TO THE RFP

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications which, if issued, will be delivered or mailed to all proposers. The City will not be responsible for the interpretation of oral instruction.

### 3.10 REVIEW OF PROPOSALS

On the day following the date for submission of proposals, the Review Committee shall begin the review of each proposal to determine compliance with the criteria set forth in this RFP. The Committee reserves the right to obtain information concerning a proposer which it deems pertinent to the RFP from any and all sources and to consider such information in evaluating the proposers. All questions regarding proposals must be submitted in writing no later than seven (7) days prior to the date of the opening of the proposals to:

Purchasing Department, City Hall  
610 Main Street  
Waltham, MA 02452  
ATTN: Joseph Pedulla, MCPPO

The City reserves the right to accept or reject any or all proposals, waive any minor informality of the proposal, and to enter into discussion with proposers as appropriate to determine which proposal is most beneficial to the City, to modify or amend with the consent of the proposer any proposal prior to acceptance, to readvertise for proposals, and to effect any agreement that the City deems to be in its best interest.

### 3.11 COMPETENCY OF PROPOSALS

The City will not award a Contract except to a responsible and eligible proposer capable of performing the work specified in the RFP. Before the award of the Contract, the proposer may be required by the City to submit information in writing, in such form as the City may require, demonstrating that it has the skill, ability and integrity necessary to the faithful performance of the work.

### 3.13 CONSIDERATION OF PROPOSALS

By publication of this Request for Proposals (RFP), the City is merely soliciting proposals. The City reserves the right to accept proposals in whole, or in part, and to make an award with or without further negotiations with the apparent successful proposer, therefore, proposals should be submitted with the most favorable terms proposers can offer.

## SECTION 4: EVALUATION AND SELECTION CRITERIA

### 4.1 MINIMUM EVALUATION CRITERIA

THE CITY WILL REJECT ANY BID THAT DOES NOT MEET THE MINIMUM EVALUATION CRITERIA. A "NO" RESPONSE OR A FAILURE TO RESPOND TO ANY OF THE FOLLOWING MINIMUM EVALUATION CRITERIA WILL RESULT IN A REJECTION OF YOUR BID.

**MINIMUM CRITERIA**

(Yes or No must be checked for each item listed below)

Item #	Yes	No	Description of Services
1			References – Within the last 3 years have experience of providing the full range of services to Massachusetts Municipalities with budgets over \$190 million – minimum 3 references of this size.
2			The Banking institution is a member of the Federal Deposit Insurance Corporation (FDIC).
3			The banking institution is a member of the Automated Clearing House (ACH) and can accept direct deposit payments (must be available for both vendor and payroll disbursements.)
4			Relationship manager must have a minimum of five (5) years experience in municipal banking.
5			There must be at least one (1) branch located within one (1) mile of the city center to provide check cashing services for payroll and vendor.
6			The bidder must provide web based on-line cash management services. On-line banking must include, at a minimum, the ability to do electronic transfers (ACH, Wires & internal account transfers), stop payments, manual check issue entry, voids, positive pay reports, and view prior day details and balances.
7			Must have the ability to process credit cards.
8			The City provides account reconciliation information and payroll direct deposit information via files. The bidder must be able to process this information electronically using the City's format.
9			Must provide the past 3 months average interest rate on the proposed types of accounts and the rate as of submission date
10			The bidder must have the ability collateralize the City's deposits with government securities that will not be commingled with bank securities for any purpose, including daily trading. All collateral must conform to MGL CH 29 Sec 34C.
11			Positive pay for both the payroll and vendor accounts.
12			The bidder must provide electronic imaging for both the vendor and payroll cancelled checks. (Both front and back)
13			The bidder will provide full reconciliation services for the vendor and payroll accounts
14			The bidder must have a minimum of \$5 billion in assets
15			Bidder must provide cash investments such as certificates of deposit, repurchase agreements, and high-yielding money market accounts

Authorized

Signature \_\_\_\_\_

Title \_\_\_\_\_

## SECTION 4.2 EVALUATION OF THE PROPOSALS

The proposal will be screened and evaluated in accordance with MGL Chapter 30B. Price proposals will remain with the Purchasing Agent. The Committee will screen the proposal to determine whether it meets all of the proposed submission requirements and minimum criteria specified in the RFP. Responsive proposal will be evaluated on the 6 Comparative Evaluation Criteria listed in section four of the proposal. Evaluations will assign a rating of highly advantageous, advantageous, not advantageous or unacceptable to each evaluation criteria. Composite ratings will be assigned after evaluations have assigned their individual ratings.

## SECTION 4.3 COMPARATIVE EVALUATION CRITERIA

Any proposal determined to be non-responsive to the technical specification of other requirements of the RFP, including instructions governing submission and format, will be disqualified without evaluation unless the Committee in its sole discretion determines that it is not in the City's best interest to disqualify the proposal.

The proposal shall provide all details regarding relevant experience and reputation with regards to five (5) largest clients. Also, please provide a contact person at listed reference.

Technical assistance, new system development capability and resource availability should be described in the proposal. The proposal shall state the number of systems professionals and the percent of time that they will be committed to assist the City in the daily operational matters and problem-solving. Proposers shall at the time of submission of their proposal be required to identify these individuals.

Additionally, the proposer shall designate a project manager whose identity and technical background must be revealed to the City together with an estimate of the amount of time he/she will be dedicated to this contract.

The proposer shall identify the location of the critical facilities.

### 4.4 Comparative Evaluation

**Question 1** Number of years providing the full range of banking services to Massachusetts Municipalities with a budget over \$190 million

Highly Advantageous: More than seven years

Advantageous: Five to seven years

Unacceptable: Less than five years

**Question 2** Number of years providing credit card processing to Massachusetts Municipalities

Highly Advantageous: More than seven years

Advantageous: Five to seven years

Unacceptable: Less than five years

**Question 3** Method of Data transmissions for payroll and vendor files.

Highly Advantageous: Files transmitted via internet

Advantageous: Files transmitted via modem

Unacceptable: Via computer disk or tape

**Question 4** Standard & Poor's and Moody's Investor's service rating:

Highly Advantageous: Moody's rating of Aa3 and/or S&P rating of AA- or higher

Advantageous: Moody's rating of Baa3 and/or S&P rating of BBB- or higher

Unacceptable: Moody's rating of Ba1 and/or S&P rating of BB+ or lower

**Question 5** Type of business entity:

Highly Advantageous: Incorporated

Advantageous: Partnership / Individual

Not Advantageous: Joint venture / Third party processing

**Question 6** Veribanc rating:

Highly Advantageous: Green \*\*\*

Advantageous: Less than Green \*\*\* to Yellow

Not Advantageous: Less than Yellow

## **INSTRUCTIONS FOR BIDDERS**

1. READ ALL DOCUMENTS.

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

2. FORMS AND ATTACHMENTS.

Bids are to be completed on the forms provided ONLY and enclosed in a sealed envelope marked on the outside "BID (title)" and the name and address of bidder. Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

3. PRINTED OR TYPED RESPONSE.

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

4. CORRECTIONS.

Bids that are submitted containing cross outs, white outs or erasures, will be rejected. All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED INTO THE CONTRACT.

5. PRICE IS ALL INCLUSIVE.

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.

6. PRICE DISCREPANCY.

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

7. EXPLANATIONS, EXCEPTIONS

Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.

8. BID DEPOSITS.

Bid deposits are to be made payable to the City of Waltham. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

9. WITHDRAW.

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

10. AWARD.

Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be



evaluated on the basis of, completeness of your RFP response, responsiveness, responsibility, best price and experience.

11. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on the established criteria

12. DISCOUNTS.

Discounts for prompt payments will be considered when making awards.

13. TAX EXEMPT.

Purchases by the City of Waltham is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

14. SAMPLES.

The City of Waltham may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. ACTIVE VENDOR LIST.

Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.

16. FUNDS APPROPRIATION.

THE CONTRACT OBLIGATION ON BEHALF OF THE CITY IS SUBJECT TO PRIOR APPROPRIATION OF MONIES FROM THE GOVERNMENTAL BODY AND AUTHORIZATION BY THE MAYOR.

17. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.

18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.

19. STANDARD OF QUALITY.

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality.

Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

20. MODIFICATION.  
No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.
21. ASSIGNMENT.  
The final payment for work done under this Contract shall be made only after the Contractor has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Contractor shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the City.
22. DELIVERIES:  
a) The Contractor shall pay all freight and delivery charges. The Waltham Purchasing Department does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of city buildings. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.  
b) All items of furniture must be delivered inside the building, set up, in place and ready for use. Deliveries are to be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on holidays.  
c) All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Waltham Purchasing Department until such items are accepted and signed for, in good order, by the receiving department.  
d) The contractor must replace, without further cost to the Waltham Purchasing Department, such damaged or non-complying items before payment will be made.
23. LABELING.  
All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) City of Waltham Purchase Order Number and (e) Vendor's name and order number.
24. GUARANTEES.  
Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.
25. SINGLE VENDOR.  
The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of the Waltham Purchasing Department.
26. CHANGE ORDERS.  
Change orders are not effective until, if, as and when signed by the Mayor and no work is to commence until the change orders are fully executed.

28. BID OPENING INCLEMENT WEATHER

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City Purchasing Agent. The contractor shall inquire at this office for any information needed. Wherever the words “or equal as approved” are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the City’s property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

6. INSURANCE

A. **WORKMAN’S COMPENSATION:** The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

B. **COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. **AUTOMOBILE (VEHICLE) LIABILITY**

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. **UMBRELLA POLICY**

General liability	\$1,000,000
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Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: “The City of Waltham is a named Additional Insured for all Insurance”. The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent  
Purchasing Department  
City of Waltham  
610 Main Street  
Waltham, MA 02452

7. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Purchasing Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Purchasing Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

8. MATERIALS

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

9. TERMINATION OF CONTRACT

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

10. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

11. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17 BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may

deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

**18** RIGHT TO AUDIT

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

**19.** CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

APPENDIX A

CITY OF WALTHAM  
BANKING SERVICES  
ACKNOWLEDGEMENTS AND CONDITIONS

1. The Proposer acknowledges that it has received and read the RFP including appendices. Proposer agrees that if this proposal is accepted and upon the satisfaction of each of the conditions set forth herein, the Bidder will execute an Agreement with the City.
2. This proposal constitutes a firm offer.
3. By submitting a proposal, the proposer authorizes the City to contact any and all parties referenced by the proposer regarding financial and operational information.
4. In the event the conditionally selected Contractor fails to meet any of these conditions the City shall then make a second conditional award to the next qualified proposer subject to the same terms and conditions hereunder.

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Name of Contractor

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B**

PAGE 1

PROPOSAL FORM  
CITY OF WALTHAM  
BANKING SERVICES

PROPOSAL/APPLICATION

TO: CITY OF WALTHAM  
PURCHASING DEPARTMENT  
610 Main Street  
CITY HALL  
WALTHAM, MA 02452  
ATTN: PURCHASING AGENT

1. \_\_\_\_\_, acknowledge receipt of the City of Waltham Request for Proposal for Banking Services, and hereby submits the following proposal in response thereto.

2. This proposal includes addenda numbered \_\_\_\_\_. The contract cost is as set forth in a separate envelope marked "PROPOSAL FOR BANKING SERVICES"

4. Proposer is a/an \_\_\_\_\_ (Individual, Partnership, Corporation)

4a. If the proposer is a PARTNERSHIP, state the name and residential address of all general and limited partners:

_____	_____
_____	_____
_____	_____
_____	_____

4b. If the proposer is a CORPORATION, state the following:

Corporation is incorporated in the State of \_\_\_\_\_.

The President is \_\_\_\_\_.

The Treasurer is \_\_\_\_\_.

The place of business is \_\_\_\_\_.(street) \_\_\_\_\_(city/state/zip code)



**APPENDIX B**

PAGE 2

5. Bank references: \_\_\_\_\_  
\_\_\_\_\_

6. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Law, c. 110, s. 5, was filed:

\_\_\_\_\_  
\_\_\_\_\_

7. The Federal Taxpayer Identification Number of the proposer (the number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941 is:\_\_\_\_\_.

8. Proposer has been in business under present business name \_\_\_\_ years.

9. State whether the proposer has ever failed to complete any work awarded (if yes, state circumstances): \_\_\_\_\_  
\_\_\_\_\_

PROPOSER: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX C**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the 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 of Individual submitting bid or proposal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name of Business)

**CERTIFICATE OF TAX COMPLIANCE**

The undersigned certifies under penalty of perjury that the Bidder/Proposer has filed all tax returns and paid all state taxes required under law.

\_\_\_\_\_  
(Signature of Individual submitting bid or proposal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name of Business)

**APPENDIX D**

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

I \_\_\_\_\_, Clerk of \_\_\_\_\_ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the \_\_\_\_ day of \_\_\_\_\_ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That \_\_\_\_\_ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that \_\_\_\_\_ is duly elected/appointed \_\_\_\_\_ of said corporation

SIGNED:

(Corporate Seal)

\_\_\_\_\_  
Clerk of the Corporation:

Print Name: \_\_\_\_\_

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COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, \_\_\_\_\_

Notary Public;

My Commission expires: \_\_\_\_\_

**APPENDIX E**

**CORPORATION IDENTIFICATION**

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state \_\_\_\_\_

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Federal ID Number \_\_\_\_\_

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes \_\_\_\_\_, No \_\_\_\_\_

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

If an Individual:

Name \_\_\_\_\_

Residence \_\_\_\_\_

If an Individual doing business under a firm's name:

Name of Firm \_\_\_\_\_

Name of Individual \_\_\_\_\_

Business Address \_\_\_\_\_

Residence \_\_\_\_\_

Date \_\_\_\_\_

Name of Bidder \_\_\_\_\_

By Signature \_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City State Telephone Number Today's Date

**APPENDIX F**

**DEBARMENT CERTIFICATION**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

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Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Signed by Authorized Company Representative:

\_\_\_\_\_

Print name \_\_\_\_\_,

Date \_\_\_\_\_

**PRICE PROPOSAL SCHEDULE A**

	<b>Estimated Annual Volume</b>	<b>Per Item Charge</b>	<b>Annual Est. charges</b>
<b>Banking Services</b>			
<b>Depository Accounts</b>	37		
Avg monthly balance	4,369,775		
<b>Balance Related Services</b>			
FDIC assessment units			
Do you pass the FDIC assessment on to customer			
If yes current FDIC assessment percentage			
<b>Depository Services</b>			
Account maintenance	444		
Banking center deposit	1,196		
Item processing deposit	496		
debits posted other	4		
Gen cks paid truncated	-		
Escrow account monthly maintenance	12		
Deposit correction non-cash	4		
Deposit account statement	444		
Online paid item inquiry	4		
Returns - email images	90		
Returns - chargeback	136		
Returns Alt address svcs	12		
returns duplicate advice	78		
cks dep pre-encoded items	8,326		
cks dep un-encoded items	38,548		
Stop pay automated <= 12 months	78		
Debits posted electronic	596		
Credits posted electronic	2,100		
Gen disb cks pd - is frt/bk img	-		
Online account transfer	636		
<b>Commercial Deps - cash vault</b>			
Curr/coin dep/\$100-bkg ctr	19,300		
Curr/coin dep \$100- VLT	366		
<b>General ACH Services</b>			
ACH credit received item	1,658		
ACH debit received item	66		
<b>Wire Transfer</b>			
PHN Wire repeat template storage	96		
wire module maintenance svcs	12		
Elec wire out - domestic	244		
Elec wire out - book db	32		
Incoming domestic wire	98		
Wire advice - mail	374		
<b>Account Reconciliation</b>			
arp online stmt long term	36		
arp full ppay maint - ppr supp	-		
arp full ppay input per item	-		
<b>Information services</b>			
Online arp issue posted notif	1,498		
Online arp issue recd notif	1,300		
Online online subscription	12		
Online previous day acct	256		
Online current day acct	256		
Online current day std item	4,904		
Online previous day ext item	36,266		
<b>image</b>			
image archive 90 days	546		
image maintenance - online	12		
image retrieval - online	160		
Electronic Lock box maintenance fee	12		
Electronic Lock box transaction fee	6,022		
<b>Miscellaneous</b>			
Basis Points\Costs charged for collateralization			
if city opts to collateralize			

**No other charges will be paid unless specifically stated and included in the bid.**



**PRICE PROPOSAL SCHEDULE C**

Banking Services <b>Vendor</b>	Estimated Annual Volume	Per Item Charge	Annual Est. charges
Avg monthly balance	977,713		
<b><u>Balance Related Services</u></b>			
FDIC assessment			
Do you pass the FDIC assessment on to customer			
If yes current FDIC assessment percentage			
<b><u>Depository Services</u></b>			
Account maintenance	12		
Deposit Account Statement	12		
Debits posted electronic	75		
Credits posted electronic	76		
Online account transfer	-		
Gen Disb cks pd -is frt/bk img	12,995		
<b><u>General ACH Services</u></b>			
ACH transmission set up / test	1		
ACH set up	1		
ACH monthly maintenance	6		
ACH input file	1		
ACH block filter add/change	3		
ACH blocks auth Instructions	38		
ACH blocks auth maintenance	12		
ACH originated addenda	2		
ACH corporate on us credits	2		
ACH debit received item	24		
<b><u>Controlled Disbursement</u></b>			
Image archive 90 days	12,995		
Image maintenance - direct	12		
<b><u>Wire Transfer</u></b>			
Incoming domestic wire	23		
Wire advice - mail	23		
<b><u>Account Reconciliation</u></b>			
CD rom maintenance	12		
CD rom per image	12,995		
CD rom disk	12		
ARP full ppay maint - ppr supp	12		
ARP full ppay input per item	12,982		
Payee Positive pay - Issue Match	12,982		
Payee Positive pay - Maint	12		
ARP Manual issue input per item	1		
ARP positive pay return - other	2		
Payee positive pay exceptions	11		
Full recon input item trans	-		
<b><u>Miscellaneous</u></b>			
Check copy	1		
Check printing supplies	0		
check cashed- non customers	3		
Nonrelationship cust ck cashed	105		

**No other charges will be paid unless specifically stated and included in the bid.**



**PRICE PROPOSAL SCHEDULE D**

**Counter Credit Card Processing**

	Estimated Annual Volume		Per unit cost	Annual Est. charges
Visa		\$ 1,618,622.98		
Master card		\$ 1,246,293.91		
Visa	3,277			
Master card	1,726			
Visa Network APF	3,354	\$ -		
Visa Bus cnp	107	\$ 43,641.55		
Visa purch cnp	4	\$ 694.63		
Visa Vsp cnp	91	\$ 158,325.58		
Visa Isa	12	\$ 2,924.37		
Visa spr premium	2	\$ 877.04		
Visa Bus enh cnp	16	\$ 27,968.01		
Visa cps/rtl2 pp	4	\$ 303.13		
Visa US reg	260	\$ 42,064.18		
Visa rtl2 db cap	13	\$ 7,037.62		
Visa cps rtl2 db	1,280	\$ 193,073.09		
Visa cps retail 2	1,490	\$ 1,142,590.82		
Visa dues & Assess	-	\$ -		
MC world pub sect	512	\$ 412,989.05		
MC wrd et pub sec	181	\$ 167,506.38		
MC enh pub sect	347	\$ 315,899.86		
MC comm dr 2-mcb	66	\$ 48,939.43		
MC comm dr 2-mcf	2	\$ 235.00		
MC crbdr domestic fee	9	\$ 2,947.53		
MC hv pub sect	36	\$ 55,970.00		
MC nabu fee	1,719	\$ 1,220,564.04		
MC behn dr2	2	\$ 2,446.39		
MC int con pm std	1	\$ 583.75		
MC Assessment Tran amt <\$1000	759	\$ 228,448.32		
MC Assessment Tran amt >\$1000	318	\$ 613,279.21		
MC reg db	2	\$ 5,463.62		
MC reg db fa	42	\$ 8,974.33		
MC Foreign Std	8	\$ 2,363.78		
MC public sectr	238	\$ 186,893.80		
MC merit db	4	\$ 27.92		
MC emerging mkdb	285	\$ 38,000.59		
MC dues & Assess	-	\$ -		
batch settlement fee	249	\$ -		
Visa Foreign std	10	\$ 2,047.33		
Credit trans fee	6	\$ 5,342.83		
Vitalpos Authorization	5,137	\$ -		

**No other charges will be paid unless specifically stated and included in the bid.**

If the City opts to accept Amex \ Discover list all fees\charges other than the interchange fee



**PRICE PROPOSAL SCHEDULE E**

**Optional Service - Online payment presentment \ collection**

			<b>Cost to Taxpayer</b>	<b>Cost to City</b>
<b>YES</b>	<b>NO</b>			
		Ability to display outstanding receivables with interest to date		
		Ability to automatically synchronize with the City's collection software		
		Ability to collect outstanding receivables including interest via:		
		Echeck		
		MasterCard		
		Visa		
		American Express		
		Discover		
		Ability to provide an electronic lockbox (Online electronic payments)		
		Ability to brand the web portal to look and feel like the City's website		
		Ability to allow the taxpayer schedule payments \ allow recurring payments		
		Ability to email taxpayer reminder notices upon taxpayer request		
		Ability to email payment confirmations		
		Are you PCI compliant		

**List all costs to the city and the taxpayer in a sealed envelope marked Banking Services. No charges will be paid unless specifically stated. If more space is needed to outline the costs please attach a separate sheet. The City reserves the right to accept all or part of the optional services as it deems appropriate. The City also reserves the right to divide the optional services described in this RFP among more than one institution.**