

# **REQUEST FOR PROPOSALS**

# Item Description: CASH COLLECTION LOCKBOX SERVICES 3 Year Contract (EXP. 6/30/27)

Procurement/MinuteTraq #: 44341

Date to be opened: Monday, April 8, 2024.

Issuing Department: Providence Water Supply.

# QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
  - Email: <u>purchasing@providenceri.gov</u>
    - Please use the subject line "Solicitation Question"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: gdiaz@providenceri.gov
    - Please use subject line "MBE WBE Forms"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
  - o Name: Mark Ceceretti
  - o Title: Customer Service, Division Manager
  - Email Address: Markc@provwater.com.

## **Pre-bid Conference**

No Pre-bid Conference.

Deadline for questions submissions: Friday, March 29, 2024.



## INSTRUCTIONS FOR SUBMISSION

# Meeting Date: Monday, April 8, 2024

Bids may be submitted up to 2:15 P.M. on the above meeting date at the <u>Department of the City Clerk. Room</u> 311, City Hall. 25 Dorrance Street, Providence. At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well. (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "**NOT A BID**" written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

Board of Contract and Supply Department of the City Clerk – City Hall, Room 311 25 Dorrance Street Providence, RI 02903

\*\*<u>PLEASE NOTE</u>: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is <u>NOT</u> requested to be provided in your initial bid by design.

<u>All bids submitted to the City Clerk become public record</u>. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



# BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at http://www.providenceri.gov/purchasing/how-to-submit-a-bid/

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/1<sup>st</sup> page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Bid Form 4: Affidavit of City Vendor (see pages 9 and 10 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 11-112) or on: <u>https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</u>

# \*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are **REQUIRED**. (With the exception of financial assurances, which are only required if specified on page 5.)

\*\*\*Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.



## **NOTICE TO VENDORS**

- 1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
- 2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
- 3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
- 4. No proposal will be accepted if the bid is made in collusion with any other bidder.
- 5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
- 6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
- 7. The Board of Contract and Supply reserves the right to reject any and all bids.
- 8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's <u>Open</u> <u>Meetings Portal</u>.
- 9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- 10. In case of error in the extension of prices quoted, the unit price will govern.
- 11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
- 12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
- 13. A certificate of insurance will normally be required of a successful vendor.
- 14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (<u>RIGL Sec. 37-13-1 et seq</u>.)
- 15. No goods should be delivered, or work started without a Purchase Order.
- 16. Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.
- 17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



## **BID TERMS**

- Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. <u>If either of the first two checkboxes below is checked, the specified assurance</u> <u>must accompany a bid, or the bid will not be considered by the Board of Contract and Supply</u>. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a) A certified check for **\$\_\_\_\_** must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b) A bid bond in the amount of \_\_\_\_\_ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
  - c)  $\Box$  A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d) [X] No financial assurance is necessary for this item.
- 2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
- 3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

### The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts. **The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:** 

- 5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
- 6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, <u>RIGL 28-29-1</u>, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
- 7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



#### **BID FORM 1: Bidders Blank**

- 1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
- 2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
- 3. The price or prices proposed should be stated both in WRITING and in FIGURES, and any proposal not so stated may be rejected. Contracts exceeding twelve months must specify annual costs for each year.
- 4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
- 5. All bids MUST BE SIGNED IN INK.

#### Name of Bidder (Firm or Individual):

Contact Name:
Business Address:
Business Phone #:
Contact Email Address:
Agrees to bid on (Write the "Item Description" here):
If the bidder's company is based in a state <u>other than Rhode</u>
Island, list name and contact information for a local agent
for service of process that is located within Rhode Island
Delivery Date (if applicable):
Name of Surety Company (if applicable):
Total Amount in Writing*:
Total Amount in Figures*:
*If you are submitting a unit price bid, please insert "Unit Price Bid"
Use additional pages if necessary for additional bidding details.

Signature of Representation

Title



#### **BID FORM 2: Certification of Bidder**

(Non-Discrimination/Hiring)

Upon behalf of	(Firm or Individual Bidding),
Ι,	(Name of Person Making Certification),
being its	(Title or "Self"), hereby certify that:

- 1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
- 2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this\_\_\_\_\_day of\_\_\_\_\_20\_\_\_.

Signature of Representation

Printed Name



## **BID FORM 3: Certificate Regarding Public Records**

Upon behalf of	(Firm or Individual Bidding),
Ι,	(Name of Person Making Certification),
being its	(Title or "Self"), hereby certify an

understanding that:

- 1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
- 2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
- 3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
- 4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
- 5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this\_\_\_\_\_day of\_\_\_\_\_20\_\_\_.

Signature of Representation

Printed Name



### **BID FORM 4: Affidavit of City Vendor**

Per our Code of Ordinances Sec. 21.-28.1 (e), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per <u>R.I.G.L. § 36-14-2</u>, "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: \_\_\_\_\_\_
Position in the "Business" \_\_\_\_\_\_
Name of Entity \_\_\_\_\_\_
Address: \_\_\_\_\_\_
Phone number: \_\_\_\_\_\_

The number of persons or entities in your entity that are required to report under Sec. 21.-28.1 (e):

#### Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under <u>Sec. 21.-28.1 (e)</u>).

a. Members of the Providence City Council?  $\Box$  Yes  $\Box$  No

• If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council?  $\Box$  Yes  $\Box$  No

 If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):
 Contribution Amount(s):



- c. The Mayor of Providence?  $\Box$  Yes  $\Box$  No
  - If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):

Contribution Amount(s):

- d. Candidates for election or reelection to the office of Mayor of Providence?  $\Box$  Yes  $\Box$  No
  - If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position



# **MBE/WBE Participation Plan**

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:						
Bidder's Address:						
Point of Contact:						
Telephone:						
Email:						
Procurement #:						
Project Name:						
Construction	ns of Minority and/o rprise certification w ? (Check all that ap) to capture commitment of the work to be p BE/WBE subcontrace /WBE Directory can rements). rganizations are not	or Woman with the ply). ents betwe erformed a ctors/suppli be found <u>1</u> t required identify su	en the prime contrac nd the percentage of ers must be certified <u>here</u> . Please visit, the to complete the rest ubcontractors prior	tor/vendor and M the work as subn by the Office of E <u>City's MBE/WBE</u> of this form.	nitted to the prime con Diversity, Equity and C	ors and suppliers, tractor/vendor. pportunity at the e program (e.g.
Name of Subcontract		BE Outrea	ch Office			
Type of RI Certification			□ WBE	<u>יו</u>	Neither	
Address:					Ventrier	
Point of Contact:						
Telephone:						
Email:						
Detailed Description of Performed by Subcont to be Supplied by Sup of Work provided in th Total Contract Value	tractor or Materials plier Per the Scope he RFP		Subcontract Value (\$):		Participation Rate (%):	
Anticipated Date of Pe	erformance:		Value (\$).		Rate (70).	
I certify under penalty		forgoing sta	atements are true and	d correct.		
Prime Contractor/Ve	1 0 0	0 0		Title		Date
Subcontractor/Suppli	ier Signature			Title		Date

\*If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.



#### **MBE/WBE Waiver Request Form**

#### Fill out this form only if you did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at <u>gdiaz@providenceri.gov</u>, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed**, **City Department Directors should not** recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

Prime Bidder:	Contact Email and Phone
Company Name, Address:	Trade
Project /Item Description (as seen on RFP):	

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of \_\_\_\_\_\_ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Printed Name

Signature of Prime Contractor / or Duly Authorized Representative

Signature of City of Providence MBE/WBE Outreach Director / or Duly Authorized Representative Printed Name of City of Providence MBE/WBE Outreach Director Date Signed

Date Signed



# SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

This information is <u>NOT</u> requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

<u>All bids submitted to the City Clerk become public record</u>. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

## You must be able to provide:

- Business Tax ID
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



#### CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to

pay any costs associated with your collection of an outstanding invoice.

- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- The City may terminate this Agreement upon five
   (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

# **Certificate of Insurance**

1. The <u>Original</u> Certificate of Insurance must be mailed to:

#### **Providence Water**

125 Dupont Drive Providence, RI 02907 Attention: Elizabeth Paquin

 Certificate must be completely filled out listing all Insurance Companies, Coverage's. and Limits. Providence Water (PW) require the following Certificate must be completely filled out listing all Insurance Companies, Coverage's. and Limits. Providence Water (PW) require the following insurances requirements.

Required	Coverage
	Worker's Compensation and Occupational Insurance: In statutory amounts,
Х	Covering all employees of the contractor. Employer's liability coverage with
	limits of not less than \$500,000.00/ each accident or illness shall be included.
	<b>Commercial General Liability Insurance</b> : Commercial Liability Illsurance with limits of not less than \$1,000,000.000 per occurrence, for bodily injury and/or
	property damage 1iabilily \$2,000,000.000 in the aggregate. Products/completed
	operation, independent contractors, and contractual liability coverages are to be
X	included. No exclusions for rigging, hoisting, explosions, collapse and/or
	underground. Completed operations coverage must remain in effect for a period
	of not less than 2 years after the completion of all work. "The City of Providence,
	Providence Water, its officers and agents are to name as an additional insured."
	Automobile Liability Insurance: When any motor vehicles are used in
	connection with the work to be performed the Contractor shall maintain
Х	Automobile Liability Insurance with limits of not less \$1,000,000.00 per
	occurrence, combined single limit, for bodily injury and property damage. "The City of Providence, Providence Water are to be named as additionally insured."
	<b>Builder's Risk Policy:</b> When a free standing unit is to be constructed or any
	addition to our facilities made in connection with the work specified, the
	Contractor must provide Builder's Risk Insurance or an Installation Floater
	covering all risks with limits equal to the award of the contract.
	<b>Professional Liability Insurance:</b> When any architects, engineers, or consulting
	firms perform work in connection with any contract, the contractor shall maintain
	Profession al Liability Insurance will1limits not less than \$2,000,000.00 per
	occurrence and aggregate.

- 3. The insured name must be the same name as the name on the bid submitted.
- 4. Insurance Certificates should state the Title of Project to be performed.

- 5. Certificate must read "The City of Providence, Providence Water, its Officers and Agents are named as additional insured."
- 6. Certificate Holder provision of the certificate must list "The City of Providence and Providence Water."
- 7. Cancellation and/or reduction in coverage must provide 30 days' notice.
- 8. The successful bidder must produce a satisfactory Certificate of Insurance within 10 days after award. No work will begin or contract signed unless all these requirements are met. Failure to do so may result in the cancellation of the award and award to another bidder.
- 9. The insurances specified shall be carried until all work required to be performed under the terms of the CONTRACTOR's services are satisfactorily completed and for a period of at least two years after the date when final payment becomes due. Failure to carry or keep such insurance in force shall constitute a violation of the contract, and the Providence Water \ maintains the right to stop work and/or withhold payment until proper evidence is provided.
- 10. The insurance shall provide for 30 days' prior written notice to be given to the Providence Water in the event coverage is substantially changed, canceled, or not renewed.
- 11. In no case shall the coverage limits staled for Commercial General Liability, Automobile Liability, or Professional Liability insurance stated above be less than the total contract amount. If the total contract amount exceeds any stated limit, the limit shall be adjusted lo the satisfaction of the OWNER to the next highest \$1,000,000.00 exceeding the total contract amount.
- 12. Providence Water maintains the right to modify, delete, alter or change these requirements.
- 13. The successful bidder understands and agrees that any insurance protection furnished by the CONTRACTOR hereunder shall in no way limit its responsibility to indemnify and save harmless Providence Water.
- 14. For additional Information contact Elizabeth Paquin at (401)521-6300 ext. 7227

#### INFORMATION TO ALL BIDDERS

#### **OVERVIEW**

Providence Water is looking for a vendor to process their lockbox payments, remote deposits, and ACH Origination. Also provide Providence Water with Information Reporting and ability to wire transfer funds from our Lockbox Account.

Providence Water reserves the right to select the contractor whose proposal is the most beneficial and comprehensive in scope, and best addresses the needs of the Providence Water. Providence Water reserves the right to reject any and all proposals if the proposals received are found to be in error, should not meet the specifications or judged by Providence Water to not be in the best interest of the Providence Water.

The selected vendor shall be prepared to begin providing on-line services by July 1, 2024.

#### GENERAL

This is a Blanket Contract from July 1, 2024 to June 30, 2027. ALL PRICES QUOTED MUST **REMAIN FIRM FOR THIS TIME PERIOD**, unless the bidder includes any pricing escalations based on the market index or other factors. Providence Water reserves the right to extend this contract for two (2) additional years.

The Providence Water requires all quoted prices to include any and all costs, including costs that are not asked for but are part of your bid. Providence Water reserves the right to deny payment for any charges that were not included in the bid.

Providence Water services approximately 75,000 customers and bills them on a monthly basis. Providence Water mails out the water bills, in cycles, at a rate of approximately 19,000 per week.

The vendor must be prepared to process all payments, in a timely manner, consistent with this contract using Providence Water's current bill as of April 2015. The coupon is a standard 3.5" coupon. Providence Water's printing vendor currently prints a 42 character OCR-A scan line on all bills. The vendor is expected to verify that an occasional change to the coupon can still be read successfully by the scan reader.

The vendor must be able to accept a wire deposit transfer for our vendors who process our on-line payments, and various customers.

The vendor must also offer remote deposit services and online access to view our account.

#### **INFORMATION TO ALL BIDDERS**

- 1. Providence Water reserves the right to cancel this contract at any time with a thirty (30) day written notice.
- 2. The required services will be made upon the request of the Providence Water officials. PROVIDENCE WATER RESERVES THE RIGHT TO REQUEST THESE SERVICES AS DEEMED NECESSARY.
- 3. This is a Blanket contract from July 1, 2024 to June 30, 2027. All quoted prices must remain firm for this period, unless the bidder includes any pricing escalations based on the market index or other factors. Providence Water reserves the right to extend this contract for two (2) additional years.
- 4. The general and specific characteristics of the attached specifications shall not be interpreted as to exclude any vendor. Each vendor must have the in house capabilities to produce all contain herein.
- 5. The award of this contract in no way obligates the City to spend the corresponding estimated dollars.
- 6. If additional fees are necessary by the institution not listed herein, Vendor must include all other fees in this proposal.
- 7. The vendor must include their name and state of incorporation. The name, title, address, e-mail address and the phone and fax numbers of the Project Manager or the individual who can answer questions Providence Water may have in regards to your response to this RFP.
- 8. Describe the capacity and capability of the firm to perform the work for the contract period, as well as any partners or sub-contractors being used as a Third Party for the Providence Water's agreement.
- 9. Providence Water reserves the right to reject any and all proposals that do not meet the submission requirements, minimum and comparative criteria. Failure to submit the requested information may result in the determination that your proposal is nonresponsive.
- 10. Each proposal should include a letter of transmittal which bears the signature of an authorized representative if the prime contractor and designates by name not more than two individuals who will execute the contract with Providence Water on behalf of the prime contractor. The letter should state that the contract will remain in effect for a minimum of 45 days after the deadline for the submissions of proposals. The may also which to list any non-cost information the vendor wishes to bring to Providence Water's attention.

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#### **SCOPE OF WORK**

- 1) Providence Water's PO Box is located in Providence with daily pick-ups of mail.
- 2) Ability to process both single and multiple payments.
- 3) Same day deposit of items received at the PO Box.
- 4) ACH conversion of applicable check payments.
- 5) Re-depositing of both check and ACH returns as permitted by regulations.
- 6) Electronic receipt of online banking payments and consolidation with the daily lockbox file.
- 7) Data entry of check payments with an account number (no remittance included).
- 8) Daily output file transmission via email, a secure FTP connection or the Vendor's Central Website. File format listed under Scan Line Format.
- 9) Online access to images of reports and processed items (remittances and checks front and back).
- 10) Daily Messenger for the delivery of reports, correspondence and unprocessed items.
- 11) Robust back-up recovery and Disaster Recovery Plan for both the bidder and third party if out-sourced.
- 12) Customer Support Services.
- 13) Ability to wire transfer funds out of the Lock Box Account and accept wire transfers.
- 14) Ability to block payments to certain accounts (Derogatory File).
- 15) Remote Deposit for depositing checks received at Providence Water's Office must have same day cash availability.
- 16) Ability to reconcile on-line Remote Deposits.
- 17) Ability to accept wire deposit transfers from our credit card vendor, ACH Vendor and the customers of Providence Water.
- 18) ACH Origination for initiating ACH transactions for customers on auto debit.
- 19) Information Reporting accessing account balances and activity including large vendor payments in CTX format.

# **SCOPE OF WORK (CONT.)**

- 20) Providence Water's account(s) must be an interest bearing account(s).
- 21) Ability for Providence Water to view their account(s) on-line.
- 22) Ability to receive only the original bills back that contain a sensitivity mark on the water bills.
- 23) Vendors have the option to bid a Flat Monthly Fee for all services or an Itemized Bid.

# SCAN LINE FORMAT (LOCKBOX)

The scan line for this stub will be printed in OCRA font. The following format contains the requirements for Format 2:

Field Name	Length	Required	Visible	Database Field
Account Number	8	Y	Y	Account Number
Bill Date	6	Y	Y	User String 1
Special 1 Field	3	Y	Y	User Integer 1
Total Amount	10	Y	Y	Gross Amount
Water Amount	8	Y	Y	Net Amount
Tax Amount	6	Y	Y	Amount 3
Scan Line Check Digit	1	Y	Y	Scan Line CD

If a required filed is missing or has can't reads, it must be corrected in Scan Line Fix.

## **Check Digit Routines:**

Scan line check digit

Derogatory File: None

### **Other Edits:**

Field	Edit Criteria
Account Number	Numeric
Bill Date	Numeric
Special 1 Filed	Numeric
Scan Line CD	Numeric

## **Check Digit Routines**

This section includes the check digit verification routines that are required by this sort pattern.

#### Scan Line Check Digit

In the stub format, there is a check digit for the entire scan line. The scan line is 41 digits in length (not counting the check digit) and the check digit is 1 digit in length. The check digit is calculated using the following routine:

- 1. Each of the 41 digits is multiplied by the following weights, which are assigned to the digits of the field from left to right: 6,5,4,3,2,7,6,5,4,3,2,7,....
- 2. Divide the sum of the products by 11. The modulus of 11 minus the remainder is the check digit.

### **Example:**

For a scan line of: 802033000209000000003952800003755000054 and a check digit of 1, the following is calculated:

802033000209000000003952800003755000054 X

408	0620	0060600	0000(	0000	663	1300	001	211	0000	18=	= 3
8	1	3			300	2	5	850	)	5	8
											4

48+8+6+21+6+63+6+63+30+10+32+15+28+15+10+15+8 = 384

384 / 11 = 34 with a remainder of 10

Modulus of 11 - remainder of 10 = check digit of 1

## **Extract File Format**

**Inputs:** 

- Batch Headers from database
- Batch Details from database

#### **Outputs:**

The extract creates a disk file in the format specified in this section and also a report of batches processed and the total amount processed for the extract.

The extract creates a disk file in the format specified in this section and also a report of batches processed and the total amount processed for the extract.

The output file name will be R2700001.FLE

#### Processing Logic:

For the processed transactions the program produces output records as follows:

- One File Header record is output for each file
- One Detail record is output for each stub
- One File Trailer record is output for each file

Ex.

File Header Detail Record - Batch 1 Detail Record - Batch 1 Detail Record - Batch 2 Detail Record - Batch 2 Detail Record - Batch N Detail Record - Batch N

Detail Record - Batch N File Trailer Record

All batches will be extracted. The file has variable length records. The header record in the file is 8 bytes in length, the detail record are 59 bytes long, and the trailer record is 16 bytes in length. All records are terminated with Carriage Return and Line Feed characters.

# **JCL Requirements**

JCL information does not need to be added to the extract file for this sort pattern.

# File Header Record

Description	Length	Value	Source	Comments
Filler	1	Space	Constant	
Filler	1	"G"	Constant	
Extract Date	6		System Date	YYMMDD
Total	8			

# Detail Record (for each Stub)

Description	Length	Value	Source	Comments
Filler	1	Space	Constant	
Account Number	6		TMS Image	1 <sup>st</sup> 6 digits of scan line's 8 digit account number
Sub Account	2		TMS Image	Last 2 digits of scan line's 8-digit account number
Bill Date	6		TMS Image	From scan line or data entry; MMDDYY
Special 1 Field	3		TMS Image	From scan line or data entry
Total Amount	10		TMS Image	From scan line or data entry (Gross)
Water Amount	8		TMS Image	From scan line or data entry (Net)
Tax Amount	6		TMS Image	From scan line or data entry (Amt 3)
Scan Line Check Digit	1		TMS Image	From scan line or data entry
Payment Date	6			Processing Date; MMDDYY
Payment Amount	10		TMS Image	Assigned Amount
Total	59			

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# **Filler Trailer Record**

Description	Length	Value	Source	Comments
Filler	1	Space	Constant	
Filler	1	"T"	Constant	
Item Count	5		Calculated	Count of detail lines in file
Total Amount	9		Calculated	Total amount in file
Total	16			

# **DEPOSIT ACCOUNT SERVICES (CONT)**

Flat Monthly Fee for all Services including Daily Carrier Services	\$
Yearly price escalation	%

# **ITEMIZED BID**

	nce Water Average hly Transactions	Average <u>Unit Bid Prices</u>	Monthly <u>Charges</u>
Monthly Maintenance Fee	1.0	\$	\$
Electronic Credits	175	\$	\$
Electronic Debits	24	\$	\$
On-Us Items Deposited	3	\$	\$
Transit Items #1	6,300	\$	\$
Items Deposited as ARC	9,500	\$	\$
Returned Deposit Item	6	\$	\$
Return Check Redeposit	6	\$	\$
ACH Filter Monthly Fee	1	\$	\$
Wires – Repetitive transfer	3	\$	\$
Remote Capture Monthly Fee	1	\$	\$
ACH Direct Monthly Fee	1	\$	\$
ACH File Transmission Charge	9	\$	\$
ACH Origination CR Trans Fee	9	\$	\$
ACH Origination DB Trans Fee	1,800	\$	\$
ACH Credit Trans-Receiving Chg	35	\$	\$
ACH Notification of Change Fee	3	\$	\$
EDI- · · · · · · · · ·	1	\$	\$ <u></u>
ACH Notification of Change Fee	3	\$	\$

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#### **DEPOSIT ACCOUNT SERVICES (CONT)**

Lock-box item Processing	12,049	\$ \$
Lock-box reject fee		\$ \$
Lock-box Electronic Payments	6,900	\$ \$
Lock- Box Unmatched Payment	1,540	\$ \$
Lock- Box Items Deposited	27,523	\$ \$
Lock- Box Web Inquiry Service	1	\$ \$
Carrier Service (1 Round Trip Per Day)	20	\$ \$
Lock-Box Data-Transmission		\$ \$
Lock-Box ret ARC – Redeposit	24	\$ \$
Lock-Box unprocessed returns	70	\$ \$
Lock-Box Photocopies	1	\$ \$
Lock-Box Monthly Maintenance	1	\$ \$
Lock-Box Data Entry	1	\$ \$

# ALL QUESTIONS & CONCERNS REGARDING THIS RFP SHOULD BE E-MAILED TO <u>imurphy@provwater.com</u>. ANSWERS WILL BE PROVIDED VIA E-MAIL

PLEASE INCLUDE ANY ADDITIONAL COSTS THAT ARE NOT LISTED ABOVE PROVIDENCE WATER RESERVES THE RIGHT TO DENY ALL CHARGES NOT INCLUDED IN THIS RFP.