

**SOLICITATION FOR:**  
**Ticket and Permit Processing Services**  
**RFP # 15-89**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE: 3/25/15**  
**QUESTIONS DUE: 4/3/15 by 12PM EST**  
**DUE DATE AND TIME: 4/15/15 by 11AM EST**

Anticipated Contract Award	8/15/15
Est. Contract Commencement Date	9/01/15
Est. Contract Completion Date	8/31/18

**DELIVER TO:**  
**City of Somerville**  
**Purchasing Department**  
**Attn: Alex Nosnik**  
**Asst. Director**  
**anosnik@somervillema.gov**  
**93 Highland Avenue**  
**Somerville, MA 02143**

## NOTICE TO PROPOSERS

### RFP # 15-89

All bids must be in accordance with terms and conditions set forth herein as stated.

<b>SECTION A</b>	Sealed proposals for: <b>Ticket and Permit Processing Services</b> The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than <b>4/15/15 by 11AM EST</b>
<b>SECTION B.</b>	Forms of price bid, specifications and terms of contract can be obtained at the above office on or after <b>3/25/15</b>
<b>SECTION C.</b>	Bid envelopes shall be clearly marked as follows: <b>Ticket and Permit Processing Services Bid No: RFP # 15-89</b>
<b>SECTION D.</b>	If <b>awarded</b> vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.
<b>SECTION E.</b>	<b>INSURANCE: Awarded Vendor</b> must comply with insurance requirements as stated in the bid package.
<b>SECTION F.</b>	Living Wage - See Section 5.0
<b>SECTION G.</b>	The requirements in Section <b>E or F</b> will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.
<b>SECTION H.</b>	The Purchasing Director reserves the right to accept or reject any or all bids, to waive any informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.
<b>SECTION I.</b>	The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within ten (10) working days of receipt of contract.

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

Company: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Tel. No: \_\_\_\_\_ Fax: \_\_\_\_\_

**CITY OF SOMERVILLE MASSACHUSETTS  
SOMERVILLE CITY HALL  
93 HIGHLAND AVENUE  
SOMERVILLE, MA 02143**

**BIDDING INSTRUCTIONS FOR  
Ticket and Permit Processing Services Bid No. RFP # 15-89**

**Enclosed you will find a request for proposal for: Ticket and Permit Processing Services**

**SECTION 1.0  
GENERAL INFORMATION ON BID PROCESS**

**1.1 General**

- When submitting proposal, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to:

**Purchasing Department  
City of Somerville  
93 Highland Avenue  
Somerville, MA 02143.**

- Bids submitted must be an original
- **A complete bid consists of all documents listed in Sections 2.0, 4.0, 5.0 and all related appendices. Bids will be considered non-compliant and will be rejected if all required documents are not present.**
- A complete BID must also include a cover letter 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 will be disqualified.**
- The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.
- The successful Offeror must be an Equal Opportunity Employer.
- The signature of the Offeror's authorized official(s) must be provided on all the proposal forms.
- All information in the Offeror's response should be organized and presented in a clear / concise format. Accuracy and completeness are essential. 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.
- Additional copies of the solicitation may be obtained from the Purchasing Department on and after **3/25/15** between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.
- The Price Summary Form in Section 4 must be completed. No substitute form will be accepted.

Pricing must remain firm for the entire contract period.

- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
- Please review and return your sealed bids as sent. Also, ensure that all forms are completed and your bid response is submitted as requested. Use the attached Proposers Checklist to ensure bid documents are complete.
- Interviews with a short list of proposers will be schedule for the week of April 20, 2015.

### 1.2 Submission Instructions

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

<b>Contents of Envelope</b>	<b>Marked As</b>
<b>Envelope 1 Non-Price Technical Proposal:</b> Shall Include (1) original and three (3) copies, and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. (“Read only” files are acceptable.)]	<b>To Be Marked: Non-Price Proposal Ticket and Permit Processing Services RFP # 15-89</b>
<b>Envelope 2 Price Proposal:</b> Shall Include one (1) original and one (1) copy, and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. (“Read only” files are acceptable.)]	<b>To Be Marked: Price Proposal Ticket and Permit Processing Services RFP # 15-89</b>
<b>Please send the complete sealed package to the attention of :</b>	<b>Alex Nosnik</b> <b>Asst. Director</b> Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Offeror to insure that the proposal arrives on time at the designated place. Late Proposals will not be considered, and will be returned.)

**Reference:** The Proposer shall list at least three relevant references. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information.

- The name, address and telephone number of each client listed above.
- A description of the work performed under each contract.

- A description of the nature of the relationship between proposer and the customer.
- The name and telephone number of the person the City may contact as a reference.
- The amount of the contract.
- The volume of the work performed.
- The dates of performance.

### 1.3 Questions

**Questions are due: 4/3/15 by 12PM EST**

**Questions concerning this solicitation must be mailed or hand delivered in writing to:**

**Alex Nosnik**  
**Asst. Director**  
 Somerville City Hall  
 Purchasing Department  
 93 Highland Avenue  
 Somerville, MA 02143

**Or emailed to:**

**[anosnik@somervillema.gov](mailto:anosnik@somervillema.gov)**

**Or faxed to:**

**617-625-1344**

Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City's website for any updates, addendums, etc. regarding that specific solicitation. The web address is:

<http://www.somervillema.gov/departments/finance/purchasing/bids>.

**If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

## 1.4 Bidding Schedule

### Key dates for this Request for Proposals:

RFP Issued	<b>3/25/15</b>
Deadline for Submitting Questions to RFP	<b>4/3/15 by 12PM EST</b>
Proposals Due	<b>4/15/15 by 11AM EST</b>
Anticipated Contract Award	<b>8/15/15</b>
Est. Contract Commencement Date	<b>9/01/15</b>
Est. Contract Completion Date	<b>8/31/18</b>

**Responses must be  
delivered by 4/15/15 by 11AM  
EST to:**

City of Somerville  
Purchasing Department  
Attn: Alex Nosnik  
93 Highland Avenue  
Somerville, MA 02143

- Interviews with a short list of proposers will be scheduled for the week of April 20, 2015

## **SECTION 2.0**

### **SPECIFICATIONS/SCOPE OF SERVICES**

To provide the following: in a Windows based operating system

#### **1. TERMINALS, EQUIPMENT, AND/RESPONSE TIME REQUIRED**

- a. Thirty-two (32) hand held ticket writers and printers with charging rack and PC with Printer and all necessary cabling.
- b. Handhelds should have “most current barcode scanners capable of reading bar coded and RFID permits, and should work at night and during inclement weather.
- c. Twenty-one (21) terminals and three (3) laptops for on-line inquiry; including ten (10) terminals for cashiering.
- d. Eight (8) printers (one must produce screen prints from any of the eight inquiry terminals. One must be capable of printing daily reports transmitted by the vendor).
- e. Eight (8) printers attached to cashiering terminals for check endorsement and journal printouts.
- f. All wires, lines, including telephone lines for on-line access.
- g. Paper, ribbons, and cartridges for printers as required by client.
- h. Vendor personnel on-site to co-ordinate installation/repairs as required.
- i. Availability of on-line system from Monday through Friday from 7am to 8pm.
- j. Response time for on-line inquiry must be three (3) seconds or less.
- k. The response time for all on-line systems shall on the average be less than three seconds. The Contractor shall maintain an aggregate on-line system uptime of not less than 95% of available utilization time, and on-line system update of not less than 90% of available utilization time of any given working day. The Contractor shall also notify the City of Somerville Department of Traffic and Parking of any foreseeable or anticipated downtime at least one hour before such downtime is to occur. The Contractor shall respond reasonably to reported equipment or software failure within one day of such reported failure.
- l. Department of Traffic and Parking of any foreseeable or anticipated downtime at least one hour before such downtime is to occur. The Contractor shall respond reasonably to reported equipment or software failure within one day of such reported failure.

#### **ON-LINE INQUIRY**

- a. To access violation by:
  1. state/plate
  2. ticket number
  3. name
  4. driver's license number
  5. address
  6. permit number
- b. Fields required on screens are listed in Appendix 5 (screen layouts are subject to approval by the city)
  1. ticket detail
  2. ticket history
  3. plate detail
  4. plate history
  5. screens to view multiple tickets and less frequency used fields not on detail screens
  6. associated plates by same RO information

7. permits on plate(s)
8. additional notes

## ON-LINE TRANSACTION UPDATING

- a. Payments
  1. Update-date, time, user ID, dollar amount, payment type: cash, check, money order and credit card.
  2. Audit trail to print on checks state/plate, date, ticket numbers, amount paid on each ticket, total check amount and endorsement to City account.
  3. Immediate update and ticket re-evaluation for boot/tow eligibility, amount due.
  4. Daily volume approx. as much as 600 payments per day.
  5. Journal listing of each entry printed as each entry is made.
  6. Ability to process payments in an off-line mode if system is down.
  7. End of shift: end of day totaling for balancing, by terminal, by user ID.
  8. Ability to integrate with other online payment providers, such as another Merchant service processor and secured gateway provider.
- b. Adjustments
  1. Fields updated date, time user ID, dollar amount, payment type: cash, check, money order, and credit card. Adjustment type: clerical entry, bounced check, refund.
  2. Audit trail/journal listing.
  3. Immediate update and ticket revaluation for boot tow eligibility, amount due.
  4. Ability to accept on-line appeals and confirm receipt of online appeal via email response. Appeals must be noted on resident account upon receipt.
  5. Ability to flag problematic accounts and prevent disposition of account by any unauthorized ID/user.
- c. Scheduled hearings
  1. Fields update: date, time user ID for entry, date and time of scheduled hearing.
  2. Hearing date/time must automate to actual time/date when hearing is held/decision rendered.
  3. Immediate update to suspend activity, including boot eligibility.
- d. Provide on line correspondence, including e-mail for bounced checks, overpayments, dispositions and any other correspondence instituted at a later date.
- e. Dispositions
  1. Fields updated: date, time, user ID, disposition reasons code, dollar amount of disposition (Appendix 6).
  2. Audit trail on line: date, time, user ID.
  3. Ability to update immediately, including stop activity, and boot eligibility.
  4. Must be able to provide on line correspondence for denial and dismissal letter, including e-mail notification.
  5. Must prompt, prior to final disposition, use to enter disposition justification.

## HEARINGS

- a. Online Hearings



1. Ability for citizens to complete form online that allows them to request additional detailed ticket information, including copies of manual citations, notices, or other correspondence.
2. Ability for citizens to contest tickets on-line by completing online form to provide necessary violation information, stating grounds for dismissal, and electronically attaching supporting evidence such as photographs, documents, and other materials.
3. Ability for citizens to contest tickets on-line by video, either by video-chat or other audio/video connection to provide necessary violation information, stating grounds for dismissal, and electronically attaching supporting evidence such as photographs, documents, and other materials.
4. This information is then batched and queued for adjudicator review. These online submissions are integrated into processing services workflow, then batched and queued for adjudicator review.
5. System will prompt appropriate users with work lists. Website will have ability to generate automated email confirmation that request was received. Additionally, system will produce automated emails informing citizen of outcome of review.
6. To reduce the volume of frivolous hearings, images captured by parking enforcement officers using camera enabled-handhelds will be presented to public via web page when hearing for individual ticket is requested on-line.
7. Images will be retrieved and displayed when violation number and license plate are entered (personal information is not disclosed for privacy reasons).
8. System must accept in-person "online dispute forms" received on location; forms must be attached to record in system.

#### SECURITY

- a. Identification numbers for each employee.
- b. Cashier security by ID and terminal.
- c. Cashier supervisor security.
- d. Password security for each ID, with expiration of password requiring new password.
- e. Vendor staff assistance for forgotten passwords.
- f. Update capability for suspensions, disposition, hearings only allowed to authorized ID's, other ID's for inquiry only.

#### PROCESSING REGISTRANT NAME/ADDRESS

- a. MASSACHUSETTS
  1. Vendor has the capability to process a minimum of 200,000 transactions yearly.
  2. Vendor's system must provide edits on registry data, such as:  
issue date to plate, effective date, etc.
  3. Vendor must post Massachusetts RMV error codes and display them on-line.
  4. Vendor must re-request no-hits twice for a total of three requests on each ticket.
  5. Vendor must request for each ticket even though the ticket system has a name for the plate and provide the most current address of registrant.
  6. Vendor must provide on-line access to Mass RMV ALARS system for inquiry if plate INF and to clear marks on-line.
  7. Vendor must handle all types of Mass plate and color configurations.
  8. Vendor must link plates for Mass plate swaps.
  9. Produce a report of non-hits by PCO

- b. NON-MASSACHUSETTS
  - 1. Vendor must request registration information for each ticket even if name is already on the system.
  - 2. The vendor must maximize efforts to obtain registered owner data from Non-Massachusetts sources pertaining to Somerville violations.
  - 3. The vendor must have the capability of processing a minimum of 50,000 out-of-state transactions.
- c. System Registrant processing requires the vendor must do the following:
  - 1. Provide new plate record when name changes, retaining plate record with prior registrant allocating tickets between the two registrants based on plate issue and ticket issue dates.
  - 2. Track both ticket and DMV makes.
  - 3. Combine plates if tickets for the same registrant appear on separate plate segments.
  - 4. Track history of name changes, splits, combines with on-line access on plate history screen.
  - 5. Distribute tickets based on ticket issue date and effective date of plate.
  - 6. Track no-hits and re-requests.
  - 7. Manually review and research violations with no license plate matches, on a quarterly basis (and file report with city)

#### NOTICING

- a. Vendor must provide all forms, envelopes, notices, and pre-addressed return envelopes.
- b. Vendor must store forms and envelopes.
- c. Vendor must print ticket information on notices.
- d. Vendor must stuff and mail.
- e. Vendor must pay postage.
- f. Vendor must have the capability to mail 100,000 notices annually for a single client. (City's volumes are included in Appendix 4).
- g. Vendor must have the capability to provide for six (6) different notices (criteria for generating each notice is attached as Appendix 4).
  - 1. overdue
  - 2. impending license suspension
  - 3. non-renewals
  - 4. seizure
  - 5. lease/rental
  - 6. Out of state collection warning notice
  - 7. Collection warning notices or (Special Notices targeting outstanding tickets)
  - 8. Permit Renewal notices including renewal by mail and all of its components.
  - 9. On-line correspondence letters
- h. Vendor must have a system that has flexibility to change notice criteria and/or add additional notices within 30 days of request by City.
- i. Notices must include a stub for the violator's records and a remittance portion must contain optically readable characters to allow for payment processing on optical scanning equipment.
- j. Every notice mailed must be posted to the ticket record and be accessible on-line.

- k. The overdue notice must include a scheduled hearing date as described in Appendix 4. This date must be posted to the ticket record and be viewable on-line. The ticket must be included on a report, which lists tickets scheduled for hearings by hearing date.
- l. The vendor must make a notification on line returned overdue notices. The ticket will be flagged to prevent further notices until the most current address is verified with the RMV or national change of address system (NCOA).

#### TICKET BOOKS

- a. Vendor must provide up to 10,000 blank tickets per year.
- b. Tickets must be bound in books of 25 with a cover.  
Ticket writer instructions must be printed inside the cover.
- c. Tickets must include a self-mailer type envelope.
- d. Tickets must be multi-part as follows;
  - 1. Original copy for data entry
  - 2. Second copy for city records to remain in book
  - 3. Violator copy attached to self-mailer. This copy must be encoded so that the ticket number can be read for payment processing using optical scanning equipment.
- e. Vendor must provide sign-out listing by book number for control purposes.
- f. Ticket number must contain a check digit; currently mod-7 is used  
(vendor may use other calculations)
- g. Current ticket number is seven (7) digits plus the check digit (vendor may recommend another configuration). The letters SX will appear before all ticket numbers
- h. Ticket books are numbered sequentially (current ticket layout is attached as Appendix 7, any other layout is subject to the City's approval.)
- i. The City of Somerville will provide physical storage for at least 10,000 unissued tickets (400 books); Vendor is responsible for storage of any additional books printed for delivery to the city, and for maintaining adequate inventory so that a minimum of 10,000 tickets may be delivered within five (5) working days.
- j. The vendor must accommodate changes in fine amounts and/or the addition of new violations, when required to meet the changes in the City's ordinances, within thirty (30) days.

#### TICKET DATA ENTRY AND UPDATE

- a. Vendor must process every ticket issued.
- b. Vendor must key required fields as listed in Appendix 8.
- c. Vendor must provide editing and verification to maximize data entry accuracy.
- d. Vendor must have the capability to key in 10,000 manually written tickets annually.
- e. After data entry, the vendor must store the physical ticket copies for a period of five 5 months. Upon request, a copy of any ticket will be delivered to the City within three (3) days of such request.
- f. Newly issued tickets must be updated to the ticket database within forty-eight (48) hours of the receipt of the ticket document by the vendor.
- g. Computerized tickets must be updated nightly.
- h. Tickets with error codes are to be entered with all information available and treated as a closed violation. They should be displayed on-line as a voided violation. (The cost for processing voids shall be stated separately as required by the attached pricing schedule.)

#### TICKET AND ENVELOPES

- a. The Vendor must provide 300,000 blank tickets.

- b. Ticket must include a self-mailer type envelope.
- c. Ticket must be encoded so that ticket number can be read for payment processing using optical scanning equipment.
- d. Ticket number must contain a check digit. Current ticket number is seven (7) digits plus the check digit (vendor may recommend another configuration).
- e. Letters SX must appear before all ticket numbers.
- f. Tickets are numbered sequentially by software. (Current ticket layout is attached as Appendix 7A (any other layout is subject to City's approval).
- g. Vendor must offer option to print barcode on ticket in order for violator to pay using their mobile device.
- h. Vendor's system must be comparable to City's current system.
- i. Vendor's personnel experienced with computerized system must be available to City on a daily basis.
- j. Must have boot book uploaded weekly and have permit system uploaded weekly.
- k. Vendor must ensure ticket envelopes are water resistant and impervious to water related tearing and ink bleeding.

#### HAND HELD AUTOMATED ISSUANCE SYSTEM

- a. Handheld host system must be capable of transferring all data, including digital voice recordings and photographs captured by the handhelds from the field, wirelessly.
- b. Vendors should address any ongoing maintenance and replacement costs of handheld devices and hardware, including postage of parts and hardware necessitating repair.
- c. A detailed description of equipment proposed and associated benefits of equipment proposed is required.

#### WIRELESS COMMUNICATION

- a. Vendor must offer 3G or 4G/LTE wireless communication technology into handheld issuance devices.
- b. Once citation is issued, handheld must automatically transfer to processing system for subsequent action.
- c. Information must be immediately visible for officer activity, fine and fee payments, issuance activity reporting.
- d. Enforcement officers must have real time access to most current enforcement and permit "hit" lists.

#### BARCODE AND PRINTING

- a. Handheld printer must be capable of printing barcodes in any combination or configuration up to 67 characters in length.
- b. Vendor must offer option to print barcode on ticket in order for violator to pay using their mobile device.
- c. Must also be capable of OCR printing on the tickets.

#### DIGITAL CAMERAS

- a. Handhelds must include integrated digital, color camera for image capture.
  - 1. Camera must include playback option for enforcement officer to ensure quality of image.
  - 2. Camera must include flash capability to allow for evening photo enhancement.
  - 3. Camera must fit in unit and afford same protections from field environment as the rest of the internal components
- b. Handheld must have the ability to store hundreds of images before download without

- slowing handheld processing and data transferring reliability.
- c. Handheld must automatically link each photograph to appropriate ticket record in the ticket management system, and be readily available to customer service representatives and adjudication personnel for review.
- d. Handheld must include weather resistant casing with rain guard and carrying sling and/or hip belt.

#### AUDIO RECORDING

- a. Handheld must support audio recordings in the field.
- b. Handheld must automatically link each audio recording to appropriate ticket record in the ticket management system; and be readily available to customer service representatives and adjudication personnel for review.

#### HAND HELD DEVICE

- a. Handheld must be capable and configured with an integrated, technologically up-to-date barcode scanner that is reliable during inclement weather.
- b. Proposer is required to provide 32 handheld ticket issuance computers, the most current version of proposer's issuance management software, all cables, chargers, batteries to the City.
- c. Handheld computers must meet the following *minimum* requirements;
  1. Issues a 3" x 6" ticket using a thermal printer
  2.
    - A) A single unit; held in one hand with a total weight of less than 2.5 lbs, including computer, printer, camera, battery pack and 75 tickets, and/or,
    - B) An android unit with camera, battery pack and separate printer with 75 ticket Capacity.
  3. Memory capacity of 1,000 tickets with photographs before unloading or affecting handheld performance.
  4. Battery capacity of 375-400 tickets per charge and full recharge in 4-8 hours, easy use for multiple shifts
  5. Full 55 key alpha-numeric keyboard with no need to shift between alpha and numeric with a function key (26 alpha, 14 numeric/punctuation, 5 function and 10 cursor/edit control) or 60 keys (26 alpha, 16 numeric/punctuation, 6 function and 12 cursor/edit control).
  6. "Hotlist" storage for 75,000 – 1,000,000+ plates
  7. Storage of complete make, model, or body type lists
  8. At least 1,000+ violations and a complete states list capable of 2 violations on a single ticket
  9. At least 1,000+ remarks of 32 characters in length
  10. At least 1,000+ streets or locations of 24 characters each
  11. At least 80 character printer with regular and bold print
  12. Ticket issuance every 25 to 30 seconds
  13. Unload 100 tickets in 30 seconds to any compatible personal computer at end of each shift
  14. Complete password protection system for PC host system
  15. Durable and weatherproof for use in rain and snow conditions
  16. Concurrent printing and top of form sensor mark
  17. Power down mode to conserve energy
  18. Must interface with permitting system to show current permit
  19. Must show all warnings previously written within same ticket code
  20. Must interface with multispace meter kiosk (currently Duncan Technology)
  21. Must interface with Parkmobile or alternative pay-by-smart-phone technology
  22. Must upload real time

## HANDHELD MODULES MUST INCLUDE

### Parking Module

- a. Ticket issuance and look up feature
- b. Search Mode (Plates & Vin & Permit) feature
- c. Warning issuance feature
- d. Special enforcement Hot List feature (Plate & VIN)
- e. Check digit on the ticket # (MOD 7 Service Center Standard)
- f. Time Limit marking function (Mark Mode)
- g. Barcode Scanner function (128c – Prefix & Ticket Number)
- h. Permit/License cross reference function
- i. Meter/Location Matrix
- j. Broker Meter reporting function
- k. Damaged Sign reporting function
- l. Officer Activity Logging function
- m. Visitor Information function
- n. OCR Scanline (Prefix /Ticket # and Fine)
- o. Warning tracking
- p. Manual Ticket Entry per form
- q. Over 48 hours log

## GIS – COMMAND AND CONTROL

- a. Vendor's system must allow map-based enabled desktop access to views on-street activity
- b. Vendor's system must support geo-coding of citation data
- c. Each citation issued via vendor-provided technology should include sufficient spatial attributes to enable x, y plotting to locate the citation using a GIS generated mapping system.

## ONLINE REVIEW REQUEST

- a. Vendor must provide an option for on-line citation appeal requests & solution
- b. Solution must allow constituents of Traffic & Parking office to submit on-line requests for Administrative reviews and attach documents or pictures for reviewer to consider when rendering a decision.
- c. Requested Administrative Reviews must be presented to reviewer in an easily manipulated workflow process that allows access to all data stored in the database relevant to the citation being contested along with any material submitted by requestor.
- d. The Solution must record decision in citation processing software
- e. Solution must require an explanation for decision prior to allowing decision
- f. The solution must generate the required review results letter to requestor.
- g. The results letter must be sent via e-mail to requestor if requestor has provided e-mail address. E-mail should replace letter.

## ONLINE IMAGE REVIEW

- a. Vendor must provide ability for citizen to review any images captured by handheld issuance devices
- b. The on-line screen must display digital images captured at time of citation issuance and afford customer ability to pay ticket rather than enter a review request
- c. The process must be customer friendly, efficient and a fully documented process that ensures proper due process, deters false and frivolous review requests, and encourages prompt payment of debts.

## MASSACHUSETTS LICENSE AND REGISTRATION NON-RENEWAL

- a. Vendor must have the capability to mark and clear a minimum of 100,000 tickets with the Massachusetts registry.
- b. Vendor must process both "free" and "chargeable" clears, marks and clears to be done twice a month.
- c. Vendor must have the capability to back-out marks.
- d. Vendor must provide certified receipts to be given to violators who pay in full.

## LOCK-BOX PAYMENT PROCESSING

- a. Vendor must have the capacity to process a minimum of 600 payments transactions daily.
- b. Funds must be deposited within forty-eight (48) hours of receipt to a bank designated by the City of Somerville.
- c. Payment must be updated to the database within (48) hours of receipt.
- c. Vendor must use optical scanning for the processing of both ticket and notice payments.
- e. Violator's check must be endorsed to show:
  1. City of Somerville's endorsement
  2. City of Somerville's Bank Account
  3. Ticket(s) paid
  4. Amount paid per ticket
  5. Total amount of check
  6. Date
- f. Source document accompanying check must be printed with an audit trail consisting of:
  1. Ticket(s) paid
  2. Amount paid per ticket
  3. Total amount of check
  4. Date
- g. Source documents that accompany payments must be stored by the vendor for six years. What to be stored on Tape will be determined by State Law At the City's request; any source document must be delivered within three working days.
- h. Payment exception items such as unidentifiable or unsigned checks are handled by the vendor as correspondence items.
- i. Vendor must respond to any correspondence from violators which is received with the lockbox mail. Form letters sent to violators must be approved by the City of Somerville.
- j. Vendor must arrange for and pay rent on a post office box for Somerville return payments. The lockbox mailing address must be located in Somerville, Massachusetts.
- k. Once each day, the vendor shall deliver to the city a report of all the payment activities, and copies of deposit slips as generated.
- l. All payments and accompanying documents to be put on microfilm or other external deliverable method (eg, USB flashdrive, CD).
- m. The vendor must update a "returned" check, re-calculate amount due, assess a bounced check fee, (to be determined by the City) and generate a letter and e-mail, if applicable, to the violator.
- n. The vendor must post payments, or dispositions to ticket numbers not yet on file and match the transaction to the ticket when the ticket is entered.

## WEBSITE

Vendor must propose, provide, and host a comprehensive and integrated top-notch website solution with the ability to provide the following:

- a. Visually appealing website enabled for mobile and desktop-use with quality content and materials to guide users on parking rules and regulations
- b. Ability to host Official Traffic and Parking Regulations

- c. Ability to process online permits and parking violations
- d. Ability to allow for city to provide its own updating and alerts
- e. Ability to integrate with the City's website
- f. Ability to provide, monthly, utilization and analytical reports on website usage
- g. Ability to allow City Officials to update website in a point and click, web-based interface  
(as opposed to relying on vendor or having in-house understanding of web code)

#### PAY-BY-PHONE SYSTEM

The City requires the Vendor to provide a pay-phone operation including application software, support and maintenance, financial transaction and relationship with banks, the city, the credit card companies and other involved parties and operational functions related to this activity.

The pay-by-phone application will allow callers to make payments for outstanding tickets via credit cards approved by the City by touch tone phone on a twenty-four (24) hour seven (7) day a week basis. All customers' surcharges or fees must be approved by the City. The City in consort will determine the method of reporting these fees with the vendor as required under State Law.

#### WEB BASED PARKING TICKET PAYMENT SYSTEM

1. The vendor must design and host a web page, which will for all intents and purposes look like an official City of Somerville web page. The City retains the right to reject any web page, which does not adequately assure the City with a level of security, and comfort that is warranted for its citizens. The server must be secure and must provide immediate access to the site when a link is established from the City's web page.
2. The vendor must design, implement, and host application software for the processing of parking violation payments by credit card and by check.
3. The vendor must provide daily updates of the existing ticket database in FTP format and in a record layout prescribed by the vendor presently managing the ticket database. Provide transactional services to secure payment from violators over the Internet via a credit card or checking account number. Provide for the transaction of funds between the credit card provider and the City in a secure environment. Provide for the electronic transfer of funds to City accounts and the daily reconciliation of the funds transfers.
4. The vendor will provide, during business hours, technical and customer support for the Department of Traffic & Parking personnel to troubleshoot any mechanical or electrical failure of equipment or a malfunction of the network and web-hosting software.
5. The vendor will propose a price which is a service fee on a per financial transaction basis. No additional fees or charges will be paid to the vendor, including design costs, capitalization costs, or start-up costs. The service fee will be inclusive of all costs necessary to provide the services outlined above including, but not limited to, all equipment costs, software development costs, software licenses, processing charges, transaction fees, customer service/technical support costs, and any and all additional costs. There will be no fee for pay by check imposed by the city or vendor to the violator.
6. The vendor shall provide an outreach program to advertise and accentuate the City's efforts in providing the new service as well as generate interest in the program and increase the number of transactions processed. The City views this service as "value-added" and wishes to promote the service accordingly. Participate in immediate revenue sharing per financial transaction as described above and beyond the service fee upon which the successful vendor's



proposal is based.

7. The Vendor must be capable of accepting additional payment methods in the future.

#### APPLICATION FLOW/GRAPHICAL USER INTERFACE FOR WEB BASED PAYMENTS

The City considers the application flow aspect of these services to be critical. The application flow is representative of the City's relationship with its citizens and constituents. To that end, the City has identified a baseline application flow to outline the services preferred as part of the contract. The vendor is encouraged to review this baseline application flow and suggest improvements, modifications, and enhancements, which will be more advantageous to the City. The successful vendor will demonstrate creativity, technical knowledge, and fiscal responsibility in proposing an application flow for the services to be provided.

As part of the proposal, prospective vendors will propose an application flow for the required services. The following baseline sample is provided:

- Violators will access the City's existing web page. They will be provided a link on the City's web page to the vendor's web page.
- The vendor's web page shall process a parking ticket payment using a web-based application running on its server. The web page will provide instructions on the use of the site.
- The application will solicit the violator for the ticket number via a web page. The violator will enter the ticket number.
- When the violator enters a ticket number or notice number, this number will be sent to the database and a request for account information will be generated. Once the account information is generated by the database, the information will be converted to HTML and presented back to the violator in the form of a web page.
- The account information will be displayed to the violator along with a query for payment method and amount. The violator will be presented options to pay a singular ticket, all tickets on the account, or selected tickets.
- Once the violator has chosen the payment method, amount to be paid, and tickets to be paid, the violator will then be presented with a web page summarizing their selection of options.
- Once the violator has reviewed their selection of options, the violator will accept the selections and the information will be sent to the vendor's web server for processing of the financial transaction. This process must occur in a secure environment.
- Once the financial transaction has been approved by the vendor or the vendor's subcontractor, the information will be converted to HTML and the violator will be displayed a web page informing them that the transaction was approved. This web page will also include the display of the credit card authorization code, if applicable. In addition, when the transaction is approved and posted to the violator's credit card account or checking account, the information will be posted to the vendor database at the Department of Traffic & Parking to update the database.
- If the transaction is rejected by the vendor or the vendor's subcontractor, the violator will be displayed a new web page informing them that the transaction was not accepted and prompting them to re-enter their account information. (repeat steps above)
- If the transaction is rejected a second time, the violator will be displayed a web page that the transaction was not accepted again. The violator will be invited to try their transaction again another time. This must include an explanation that pay by check is not completed until approval is received by the banking institution. The vendor will propose an application flow, which will be converted into a software application and will demonstrate substantive experience providing similar if not identical services for another jurisdiction.

- Each prospective vendor must address an advertising, public relations and public education plan (“community outreach”).
- Each prospective vendor will propose a technology infrastructure necessary to provide the requisite services, including graphical descriptions of the relationship between vendor and City networks, the Internet, the existing parking ticket database, the Department of Traffic & Parking, and the general public.
- Each prospective vendor must address a methodology of accessing the existing City parking violation database and updating that database when transactions are completed
- Each prospective vendor must address the customer service and technical support required described above.
- Each prospective vendor must propose contract duration.
- Each prospective vendor will propose a service fee as described above. Each vendor must also address the prospect of revenue sharing. The proposed service fee and revenue sharing fee (if applicable) will be submitted in a separate envelope marked “Price Proposal – Parking Violation Processing”. The service fee and revenue sharing fee will be separately annotated.

#### LEASE RENTAL PROCESSING

1. System must input the name/address provided by a lease/rental company to an individual’s tickets while retaining the name of the registered owner of the plate at the plate level.
2. Lease/rental notice must be generated to renters’ name/address.
3. The vendor shall provide at the City’s request a Fleet Vehicle System that enables the City, on a monthly basis, to send participating companies a consolidated, hard-copy report for invoicing purposes.

#### RESIDENT PERMIT PARKING

- a. Vendor must demonstrate the capability to issue 180,000 permits annually.
- b. System must be integrated with parking ticket database to show outstanding tickets on a plate(s) owned by the same individual.
- c. Permits must be maintained for an individual as well as for a household address.
- d. All maintenance and updates, including payments, must be done on-line.
- e. Inquiry must be available by state/plate number, permit numbers (all types), name, or street address. Data fields required on screens appears in Appendix 9.
- f. System must divide the City into districts and contain the streets within each district. If a street goes through more than one district, the system must track the district change by street number.
- g. Fields must include: name/address if different from resident address, vehicle make and year, permit number, issue and expiration date.
- h. All fees collected must be accounted for separately and included in the Collection Report.
- i. Renewal notice in post card format must be mailed prior to permit expiration according to City instructions.
- j. Vendor must provide for daily online verification of municipality where vehicle is principally garaged from Registry of Motor Vehicles records.
- k. Renewal via mail for residential permits and visitor cards.
- l. Ability to provide on-line permit renewal applications with electronic payment mechanism.
- m. Ability to process various specialty permits.
- n. Vendor must provide ability to conduct partial “fuzzy word” searches on permit account records
- o. Vendor must update database, on a regular basis (at least monthly), to clean duplicate account records.

#### BUSINESS PERMIT PARKING

- a. Vendor must demonstrate capability to issue 2000 permits annually

- b. System must be integrated with parking ticket database to show outstanding tickets on a plate(s) owned by the same individual
- c. Permits must be maintained for an individual as well as for a business address
- d. Inquiry must be available by plate number, permit number, name or business address
- e. System must divide the City into districts and contain the streets/lots within each district. If a street goes through more than one district, the system must track the district change by street number. System must have the ability to limit spaces, within each district.
- f. Fields must include name and address of permit holder, vehicle make and year, permit number, issue, expiration date and location of spot.
- g. All fees collected must be accounted for separately and included in the Collection Report.
- h. Renewal notice in post card format must be mailed prior to permit expiration according to City's instructions.
- i. Renewal via email for business permits.
- j. Ability to provide on-line permit renewal applications with electronic payment mechanism.

## MANAGEMENT DASHBOARD

The Vendor's system shall provide a web-based dashboard that would provide an up-to-date, graphical representation of key performance indicators (KPIs)

The dashboard should be able to generate customized graphs, bar charts, pie charts, scatter-plot diagrams, conical diagrams, and many other presentations of data that allow for the rapid identification of performance trends. For example, the dashboard should instantly determine whether monthly volumes of citations issued are in line with last year's baseline, or whether the number of voided citations is anomalously large.

The key indicators could include but not be limited to:

- a. Citation Issuance
- b. Revenue Collected
- c. Registered Owner Acquisition
- d. Voids and Dismissals
- e. Notices Sent
- f. Holds and Releases Placed
- g. Refund Activity
- h. Open Citations
- i. Broken sign/meter information

At a glance, the dashboard will provide up-to-date information on performance, including activities by day, month-to-date, year-to-date, and color-coded arrow with the year-to-date trend as compared to the prior year. In addition to the indicators listed, dashboard should also visually represent data from GIS command and control function or should link directly to this capability.

The dashboard is to be updated real time and reflect the minute-by-minute operations of department's many functions. Should a vendor lack the ability to provide a dashboard function, vendor must provide City access to all relevant data and back-end database system.

## BOOT AND TOW

- a. The vendor must demonstrate the capability to provide the City with a boot and tow system if requested.
- b. The vendor must provide an electronic file.
- c. Handheld ticket writers must have the capability to store the entire boot book and prompt ticket writers when a car is boot eligible. It must be updated on a daily basis to keep current records.

#### LICENSE PLATE READER TECHNOLOGY INTEGRATION

- a. Vendor shall provide the City with at least one 1 mobile license plate recognition solution (MLPR), all associated hardware and software, such as cables and wires and full installation and under full warranty, which will be placed on city vehicle to enhance the City's enforcement operation.
- b. The MLPR solution and related services shall include the following key features:
  1. Boot/Tow software module
  2. Ability to interface database to provide wireless connections to the handheld ticket issuance computer database
  3. Allows automatic identification of parked vehicle license plates to check against scofflaw list
  4. Ability to deliver notification to operator upon recognition of seizure eligible license plates
  5. Ability to verify real time boot/tow status through database
  6. Ability to create boot record and update citation management system with status.
  7. Ability to share information with City's Towing Vendor for boot/tow

#### DATABASE PROTECTION

- a. Vendor must have established back-up procedures at an in-house data center.
- b. Vendor must have disaster recovery procedures at data center.
- c. Vendor must have file security at data center.
- d. Programming languages, operating system, etc. must conform to industry standards.
- e. Copies of the City's programs must be placed with a custodian bank quarterly.

#### SYSTEM OUTAGES

- a. System outages are unacceptable. The City understands outages may be unavoidable.
- b. In the case of a reported outage, vendor must notify City immediately of any known issues.
- c. Should the outage be discovered by the City, City will alert account representative immediately. Account representative must respond within 10 minutes to confirm receipt of message and confirm within one hour with a timeline for resolution. Should the outage last longer than a cumulative of two (2) hours in any one day, then vendor will credit city \$200/hour, at 15 minute increments. (City takes in, on average, \$238 per hour in over the counter revenue).

#### PERSONNEL

The vendor must identify a project manager(s) for the City of Somerville's contact for all phases of the scope of services. Vendor must provide city with resume for manager(s). Manager will be responsible for daily operations contact as needed with the Parking Clerk or designee. It is expected that issues/questions will be addressed in a timely manner but at no time longer than ten (10) working days. Any unresolved issues related to revenue shall receive a monetary late penalty of \$1,900 per day.

Once designated, the manager cannot be replaced without collaboration with the City of Somerville.

#### CORRESPONDENCE FROM VIOLATORS

- a. The vendor must respond to all correspondence relating to payments within five (5) business days. The city must approve all letter formats used for such correspondence.
- b. Correspondence includes the return of checks completed improperly.
- c. The vendor must, if requested, forward copies of said correspondence to city.
- d. All other correspondence must be forwarded to the City within two (2) working days.

#### MISCELLANEOUS SYSTEM FEATURES

- a. The vendor must update a "returned" check, re-calculate amount due, assess a bounced check fee, (to be determined by the City) and generate a letter and e-mail, if applicable, to the violator.

- b. The vendor must post payments or dispute/hearing decisions to ticket numbers not yet on file and match the transaction to the ticket when the ticket is entered.
- c. The system must provide "Fast paths" between screens.
- d. The system must provide archiving procedure for paid-in-full tickets over one (1) year old.
- e. The system must process an underpayment, showing amount still due; or an overpayment, showing the amount overpaid.
- f. The system must correct ticket fields such as plate or violation code and allow for online correction by City personnel.
- g. The system must input a name and address through a keyed transaction in lieu of a registry provided transaction.

#### MISCELLANEOUS CLERICAL FUNCTIONS REQUIRED OF VENDOR

- a. Ticket corrections must be made by vendor.
- b. Name/address changes must be made by vendor.
- c. Data entry of rental names/addresses must be made by vendor.
- d. All printed material must be reviewed by vendor for accuracy and quality before distribution and mailing.
- e. Vendor must provide a monthly schedule for noticing, non-renewal, report generation and other tasks to be performed during the coming month.

#### STAFF TRAINING

- a. The vendor must provide on-site system training quarterly, or as required by the City, due to changes in staff. Training must be provided within one week of request.
- b. User manuals, that are satisfactory to the City, describing on-line system must be provided.
- c. Written system specifications must be available for review.
- d. Vendor must provide bi-annual enforcement training to include, but not limited to, productivity, supervisory and conflict resolution.

#### MANAGEMENT CONSULTING

- a. Vendor must provide legislative review and update on proposed state legislation affecting parking regulations.
- b. Vendor must provide general operations updates (noticing changes, etc.)
- c. Vendor must provide tips and best practices gleaned from other clients as well as from parking industry at large.

#### REPORTS FOR THE CITY OF SOMERVILLE; (AT LEAST, BUT NOT LIMITED TO THOSE LISTED AND DESCRIBED IN APPENDIX 9)

##### ON-REQUEST REPORTS (WITHIN ONE WEEK OF REQUEST)

- a. Missing Ticket Report.
- b. Current Resident Parking Account Register.
- c. Reports to monitor internal operations, such as;
  - 1. Listings of notices produced.
  - 2. Listings of tickets to be marked/cleared.
  - 3. Transmission and update error and edit reports.
  - 4. Name/address request return statistics.
  - 5. Mark/clear request/return statistics.

**COURIER SERVICE:**

The vendor must provide for a pick-up and delivery at the Office of Traffic and Parking and the Somerville Police Department, a minimum of three days per week, as scheduled by the City. (The City reserves the right to require daily pick-up and delivery).

**BILLING:**

Vendor must provide a bill for services rendered each month within (5) five working days of the calendar month end.

**TRANSITION:**

The successful bidder must commence all operations within 30 calendar days of contract award.

Vendor must provide parallel operations with current vendor as long as necessary to provide an efficient transition.

**PERFORMANCE BOND:**

The successful vendor will provide a performance bond in the amount of the estimated annual contract value, based on the Vendor's proposed prices and the number of transactions estimated by the Traffic and Parking Department. The value of the performance bond will be adjusted for renewal years based on that year's estimated value.

**COMPENSATION**

In addition to the compensation described in the "SYSTEM OUTAGE" section, the City of Somerville reserves the right to request compensation from the Vendor for extended and repeated system outages, loss from faulty equipment, and loss due to delays in response from account representative.

**LIVING WAGE ORDINANCE:**

Vendor will be required to comply with the City of Somerville's Living Wage Ordinance. A copy of the ordinance along with a compliance form is enclosed.

**APPENDIX 1****PENALTY APPLICATION AND BACK-OUT**

Three penalties may be added to a ticket:

First penalty - \$5.00 is added to a ticket if the full fine amount has not been paid within 21 days of issuance and the ticket is not dismissed or suspended. (If the ticket fine is \$50.00 no penalty is added).

Second penalty - \$15.00 is added to a ticket at the time a non-renewal transaction is created (30 days after the first penalty is sent), to be sent to the Massachusetts RMV.  
(If the ticket fine is \$50.00 no penalty is added).

Third penalty - \$20.00 is added to ticket after the Massachusetts RMV has confirmed that the ticket has been successfully placed in a "marked status."  
(45 days after 2<sup>nd</sup> penalty is sent), plus an additional \$20.00 admin fee.

Each penalty must be stored in a separate field and each must be seen

separately on-line when a ticket is queried.

Once accrued, a penalty may be required to be backed-off if a back-dated transaction is processed or a payment might be posted with a payment date prior to the date a non-renewal transaction was created. Thus, if the RMV successfully marks the plate, the RMV must be advised is a TAPE transaction to remove the mark on the plate with NO CHARGE.

## **APPENDIX 2**

### **BOOT ELIGIBILITY**

An individual ticket becomes eligible to receive a seizure notice 30 (thirty) days from issue date if there has been no payment made and the ticket is not dismissed or suspended. When a plate has (5) five or more tickets which are eligible for a seizure notice, the seizure notice is mailed. This information must be uploaded into the hand held computers at least on a weekly basis, but ideally on a daily basis, so as to have current boot information.

The tickets on that notice become boot eligible (15) fifteen days from the mail date of the seizure notice. A plate is eligible to be booted as long as it has (5) five or more tickets which are boot eligible.

Whenever a plate becomes ineligible due to partial ticket payment, an additional seizure notice will be sent if the plate again reaches the (5) five ticket boot eligibility status.

Whenever a payment, suspension or final settlement is processed, boot eligibility must be re-established. If the transaction is processed on-line, the boot eligibility must be updated immediately. An on-line plate inquiry must display the message "boot eligible" if a plate meets boot requirements.

## **APPENDIX 3**

### **NON-RENEWAL ELIGIBILITY**

A ticket is eligible to be sent for non-renewal action (30) thirty days from the mail date of the second notice "NOTICE OF IMPENDING LICENSE SUSPENSION" if no payment has been made and the ticket is not suspended or dismissed. Only Massachusetts Plates are eligible for non-renewal action.

When a marked ticket is paid in full, a "PAID CLEAR" transaction must be sent to the RMV. If the ticket is dismissed without requiring full payment a "FREE CLEAR" transaction must be generated.

## **APPENDIX 4**

### **NOTICING CRITERIA**

General criteria for all tickets to be noticed:

1. Amount due must be greater than zero.
2. Name and address must have been returned by the Registry with no error code.
3. Make on ticket must match make provided by the RMV.

OVERDUE NOTICE

21 days from ticket issue date

NOTICE OF IMPENDING  
LICENSE SUSPENSION

30 days from mail date of the  
OVERDUE NOTICE for MASS  
plates only

OUT OF STATE  
COLLECTION WARNING  
NOTICE

30 days from mail date of  
OVERDUE NOTICE for non-MASS  
plates

NON-RENEWAL

created as soon as the RMV  
has returned a response to  
the mark transaction. (Note  
that the notice is created  
whether or not the RMV has  
successfully marked the  
plate; the difference is in  
the penalty charged)

SEIZURE NOTICE

created whenever 5 tickets  
meet the seizure eligibility  
requirement

LEASE/RENTAL

created whenever the  
name/address of a renter is  
provided by the vehicle owner

PERMIT RENEWAL

annual reminder for renewal of resident and  
guest permits

BACKLOG NOTICES

Special notice targeting outstanding fines  
usually issued bi annually.

CORRESPONDANCE LETTERS

Letters sent to violators in response to  
requests, appeals and other purposes chosen by  
the City.

Each of the above notices must include the following fields from the ticket  
database:

Violator name/address  
Vehicle Registration  
Ticket Number  
Issue Date  
Location  
Violation Time  
Description of Violation  
Fine and Penalty Amount Due  
Previous Payment Due  
Amount due for each ticket  
Total amount due for all tickets on the notice if there  
are multiple tickets

THE OVERDUE NOTICE must also include a date and time for the violator to appear for a hearing. Hearings are scheduled in the second week following the notice mailing. Hearings occur on Tuesdays, Wednesdays, and Thursdays only from 10:00 A.M. until 2:00 P.M.



The penalty schedule, instruction for payment and for appeal must appear on the notice. (The vendor may suggest notice layouts subject to the City's approval).

## **APPENDIX 5**

### **FIELDS ON INQUIRY SCREENS BUT NOT LIMITED TO THE FOLLOWING:**

1. Ticket history/detail
2. Date, location, time of violation
3. License plate history/detail
4. Payments(s) detail, amount(s), date(s)
5. Notice(s) detail
6. RMV Plate/make detail
7. Tickets boot eligible
8. Marked tickets
9. Lease/rental history
10. Vehicle color/make
11. Badge/Meter numbers
12. Disposition detail
  - a) suspensions
  - b) adjustments
  - c) installments
  - d) and others as required

## **APPENDIX 6**

### **DISPOSITION CODES AND CALCULATIONS**

When a ticket is dismissed, a disposition reason code is entered to record the reason for the dismissal and to direct the system as to how much of the amount due is to be dismissed (amount due, fine and penalties, certain penalties, a specific amount, etc.) (Note: that if an appeal is denied, or the violator does not show for a hearing, or transaction is suspended a disposition code should be entered to record the transactions.)

Disposition codes shall be set up by the City.

## **APPENDIX 7**

### **DATA ENTRY/EDITS OF NEW TICKET FIELDS**

The vendor is encouraged to implement additional edits on plate configurations, makes, etc. based on past experience in order to maximize accuracy of data entry. These minimal edits, however, are required:

Key fields must be "verified" (i.e. keyed a second time). These fields are indicated below in an asterisk (\*).

FIELD	EDIT REQUIREMENT
*TICKET NUMBER	Check digit and range test using vendor's

numbering and check  
digit scheme.

APPENDIX 7 (CONT'D)

\*ISSUE DATE

Month, day and year  
must be valid (i.e.  
not in the future).  
Must be a standard two  
digit post office  
abbreviation.

\*STATE

\*PLATE

PLATE COLOR

Can be R, G, B, or blank.

\*PLATE TYPE

Can be trailer (TR)  
or Commercial (CO) or  
blank.

MAKE

DATA ENTRY/EDITS OF NEW TICKET FIELDS

\*TIME

AM/PM times are used,  
hours must go from  
1-12, minutes from  
1-59. In a from/to  
situation, the TO  
must be later than  
the FROM time.

VEHICLE COLOR

LOCATION

METER NUMBER

BADGE NUMBER

ROUTE

\*VIOLATION CODE

\*VIOLATION AMOUNT

4 Digits

4 Digits

Only valid listed numbers  
Amount must match  
violation code.  
(Vendor may develop  
an amount table based  
on violation code instead  
of verifying entries.)

The number of characters used for make and location will depend on the vendor's system characteristics. However, the number of characters used must be large enough to make the field fully recognizable.

## **APPENDIX 8**

### **DATA FIELDS ON RESIDENT PARKING SCREENS**

The fields listed below but not limited to:

1. Computer assigned account number
2. Resident name and address
3. Vehicle registration number and expiration dates
4. Vehicle make and color
5. Resident zone
6. Sticker(s) number assigned
7. Permit(s) assigned (guest)
8. Amount paid upon sticker issue
9. Date and time sticker issued (must have time for adjudication purposes)
10. Sticker-guest permits expiration date
11. Senior citizen discount
12. Household entry/change/update/inquiry fields
13. Permit entry/change/update/inquiry fields

## **APPENDIX 9**

### **REPORT DESCRIPTIONS:**

Reports as specified but not limited to:

1. Daily on-line Cashiering Report - listing all window payments and adjustments by ticket number, amount, method of payment, cashier, date and plate number for the prior day.\*
2. Daily on-line Dispositions Report - listing all dispositions: adjustments, suspends, combines, ticket add, scheduled hearings, refunds all listed by code number, ticket number, amount, hearing officer, terminal operator for the prior day.\*
3. Daily reports on all pay by phone activity.
4. Daily reports on all payments over the Internet.
5. Daily reports of computer generated ticket processing and updates.

\*Daily on-line reports to be printed on site and generated in nightly update and produced the following morning should also produce a listing of "split" plates updated because the RMV provided a new name for the plates, and number of tickets on file before and after processing, transactions to tickets not found on the database and rejected transactions.

6. MONTHLY NOTICING ACTIVITY REPORT - showing by plate number the type of notice, mail date of notice, date notice run, post office delivery date of notice run, and number of notices and tickets in the notice run. Noticing records shall be available for violation and registration on line inquiry at both the ticket and license plate level.

7. Monthly Activity Summary Report - showing for the current period and fiscal year to date, issuance (number and amount due), partial payments (number and amounts due), full payments (number and amount) dispositions (number and amount), all by location of issue, location of payment, and by notice.
8. Weekly "Hot Sheet" - showing all plates with at least (5) five unpaid tickets each of which must have been noticed at least once. The list must also include plate, color, make, location, time and the total amount owed.
9. Weekly Scheduled Hearing Report - showing all tickets scheduled for hearing with ticket number and amount, date of issue, hearing date and time, state plate, name and address of owner. (Scheduled hearings are for two weeks in future). Weekly hearing report – showing all tickets adjudicated by hearing officer, and by outcome-upheld, dismissed or voided.
10. Monthly Voided Ticket Report - listing voided ticket numbers within books of tickets issued by each PCO to date.
11. Monthly Missing Permit and Ticket Report - listing missing numbers within books of tickets and series of permits issued to date.
12. Monthly Payments Collected Report - showing post office and window payment processing by date of processing including ticket numbers, amount paid, pay date, issue date, notice mailing dates and totals for each day and each report.
13. Monthly Out of State Report- showing by state/plate, tickets issued to non-Massachusetts plates, including ticket number, issue date, issue time, violation code, PCO, total fines, penalties, reductions, payments and total due together with a summary showing total for each state and grand totals.
14. Monthly RMV Mark Report - showing by ticket number the total tickets marked for non-renewal at the Registry of Motor Vehicles.
15. Monthly RMV Clear Report - showing by ticket number the total tickets cleared at the Registry of Motor Vehicles.
16. Annual Issuance by Violation Code Report - listing by location of issue all tickets by violation code.
17. Monthly reports to include ticket issuance, permit issuance, revenue adjudication and various other reports as specified by the City must be delivered by the 10<sup>th</sup> of the month following the end of the reporting month. Other items to include:
  - a. Gross ticket revenues, by month and fiscal year to date for both current and prior fiscal years; graphic representation of variance by month and F.Y.T.D. between current and prior years.
  - b. Ticket issuance, by month and fiscal year to date for both current and prior fiscal years; graphic representation of variance by month and F.Y.T.D. between current and prior year.
  - c. Permit issuance, by month and fiscal year to date for both current and prior fiscal years; graphic representation of variance by month and F.Y.T.D between current and prior year
  - d. Out of state plates with open tickets.
  - e. Tickets with disposition code - "dismissed" by state/plate.
  - f. Issuance by violation code (for month and fiscal year to date).
  - g. Statistics for open, un-noticed tickets for Mass plates and out of state plates.
  - h. Aged Receivable (Mass, out of state, combined).
  - i. Fully and partially paid tickets by last notice

- (MA plates only).
- j. Summary Status Report on all tickets issued (Mass. Out of state, combined).
- k. Aged ticket payment report.
- l. Aged tickets with associated last notice.
- m. Out of state issuance by state.
- n. Activity summary for fiscal year.
- o. Payments by fiscal year of issuance.
- p. Issuance and errors by badge.
- q. Time issuance by agency/badge.
- r. Monthly, week by week issuance breakdown.
- s. Collections Report, showing ticket payments and Resident parking fees by month and fiscal year to date.
- t. Overpayment report.

18 January through August - Resident Parking Permit Renewal Reports.

19. Capable of providing on a computer system, any and all reports for viewing and copying as well as a system to view all computer generated tickets 24 hours after being processed, which can be tracked by violation number, badge number, date and location of issuance.

#### APPENDIX 10 SOURCE CODE

The vendor shall provide the City with the following materials:

A. Source code for all vendor's Proprietary Software, if used for these specifications, in printed and in machine readable form.

B. Operating Software, including all language compilers, utility programs and programming aids necessary to operate or modify the System software, in machine-readable form.

C. Provisions of the source code shall be considered a material obligation under the provisions of the Agreement.

The City shall place the above-listed materials in a mutually agreed upon safe, which shall hold them secure until certified in writing that any one or more of the following events has taken place:

- (a) That the Vendor has ceased to do business.
- (b) That the Vendor has declared bankruptcy, sought protection under the bankruptcy act, or had been forced into bankruptcy by its creditors;
- (c) That the Vendors assigned its interest in this Agreement for the benefit of its creditors, or without the consent of the City.

In the event that any of the above conditions occur, the Vendor grants to the City written permission to access the source code to enable the City to develop its own System software enhancements.

The City agrees to abide by all of the terms of the Licenses.

### **2.3 Specifications / Requirements**

Please provide the following:

1. An organizational chart which will include true names and addresses of every person, firm, joint

venture, 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 the address of the local agent or representative.

**Please Note:**

Vendor may not engage in any other company, sub-contractor or individual in the performance of this contract without the prior written consent of the City. Any professional included in the evaluation criteria may not be replaced without prior collaboration with the City.

2. Conversion plan for the scope of services, during the transition period, utilizing existing violation information maintained by the City of Somerville's current contractor.

**Additional Information that Proposer wishes to provide:**

The Proposer may provide additional information regarding services offered that go beyond the specific information requirements in this RFP. Any additional information submitted should be specific as to the additional services that your company is prepared to offer the city.

**Financial Strength of the Proposer**

In an effort to ensure the financial viability of the proposer in performing the contract, please submit a copy of a statement or opinion from an independent auditor indicating the financial responsibility of the proposer produced not earlier than January 1, 2015.

## **Comparative Evaluation Criteria**

Proposals will be evaluated by the Evaluation Committee appointed by the Purchasing Director using comparative criteria set forth as follows:

**1. Processing Capability:**

The Proposal shall provide all details regarding relevant experience and reputation with regards to: (a) effectiveness in violation processing, noticing and collections; (b) management information systems; (c) effectiveness in interfacing, retrieving and processing registrant data from motor vehicle agencies; (d) interfacing and processing non-renewal mark and clear transactions to motor vehicle agencies.

***The Proposer shall provide as evidence of interface capabilities with State Departments of Motor Vehicles:***

**1. Handling of Data Requests**

<b>Highly Advantageous:</b>	Proposer has more than 5,000 registrant data requests made and received weekly.
<b>Advantageous:</b>	Proposer has between 4,000 - 5,000 registrant data requests made

	and received weekly.
<b>Not Advantageous:</b>	Proposer has between 3,000 - 4,000 registrant data requests made and received weekly.

## 2. Handling of Mark Transactions

<b>Highly Advantageous:</b>	Proposer has more than 3,000 mark transactions attempted and successfully completed monthly.
<b>Advantageous:</b>	Proposer has between 2,000 - 3,000 mark transactions attempted and successfully completed monthly.
<b>Not Advantageous:</b>	Proposer has between 1,000 - 2,000 mark transactions attempted and successfully completed monthly.

## 3. Handling of Clear Transactions

<b>Highly Advantageous:</b>	Proposer has more than 3,000 clear transactions attempted and successfully completed bi-weekly.
<b>Advantageous:</b>	Proposer has between 2,000 - 3,000 clear transactions attempted and successfully completed bi-weekly.
<b>Not Advantageous:</b>	Proposer has between 1,000 - 2,000 clear transactions attempted and successfully completed bi-weekly.

## 4. Documentation of annual processing (for at least two consecutive years) of newly issued violations:

<b>Highly Advantageous:</b>	Proposer processing more than 250,000 newly issued violations.
<b>Advantageous:</b>	Proposer processing between 200,000 - 250,000 newly issued violations.
<b>Not Advantageous:</b>	Proposer processing between 150,000 - 200,000 newly issued violations.

## 5. Documented experience in implementing the automated marking and clearing procedures for license-registration non-renewals.

<b>Highly Advantageous:</b>	Proposer has more than four (4) years of experience implementing the automated marking and clearing procedures with the Registry.
<b>Advantageous:</b>	Proposer has between 3 – 4 years of experience implementing the automated marking and clearing procedures with the Registry.
<b>Not Advantageous:</b>	Proposer has between 2 – 3 years of experience implementing the automated marking and clearing procedures with the Registry.

***Vendor must identify a designated Project Manager(s) for all aspects of the City of Somerville's contract:***

**6. Project Manager with ticket processing experience:**

<b>Highly Advantageous:</b>	Proposer has identified a project manager with more than three (3) years of ticket processing experience.
<b>Advantageous:</b>	Proposer has identified a project manager with between 2 -3 years of ticket processing experience.
<b>Not Advantageous:</b>	Proposer has identified a project manager with between 2 -3 years of ticket processing experience.

**7. Project Manager with residential parking program experience:**

<b>Highly Advantageous:</b>	Proposer has identified a project manager with more than three (3) years of residential parking program experience.
<b>Advantageous:</b>	Proposer has identified a project manager with between 2 -3 years of residential parking program experience. .
<b>Not Advantageous:</b>	Proposer has identified a project manager with between 2 -3 years of residential parking program experience.

**8. Documented ability to provide a Residential Permit Parking Program.**

<b>Highly Advantageous:</b>	Proposer has provided documentation of 3 – 5 years of experience providing a Residential Permit Parking Program.
<b>Advantageous:</b>	Proposer has provided documentation of 1 -2 years of experience providing a Residential Permit Parking Program.
<b>Not Advantageous:</b>	Proposer has provided that a software program is available for a Residential Permit Parking Program.

***Please provide references to support the information provided in these following comparative evaluation criteria:***

**9. Proposer's References**

<b>Highly Advantageous:</b>	Positive response from Municipal References and Municipalities are of a uniformly high quality.
<b>Advantageous:</b>	Positive response from municipal references that are generally good.
<b>Not Advantageous:</b>	Negative responses from municipal references.

**10. Sample Reports**

<b>Highly Advantageous:</b>	Proposer's reports provide all the necessary information and are easy for Management & Staff to read.
<b>Advantageous:</b>	Proposer's reports provide all the necessary information and are easy for Management & Staff to interpret.
<b>Not Advantageous:</b>	Proposer's reports provided are not easy for Management & Staff to interpret.



## 2.4 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 bid.** The City of Somerville may disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1-54, or a failure to respond to any of the following minimum standards will result in the potential disqualification of your bid. The following quality requirements are either phrased as a question or as a description of desired functionality. In either case, a yes response means that your system can provide the desired functionality / specification and a no response means that your system cannot provide the desired functionality.

QUALITY REQUIREMENTS		YES	NO
1.	Five (5) years or more of experience in providing similar Parking Violation Processing Services to municipalities?		
2.	Is your Firm capable of processing: a. 250,000 new citations per year? b. 80,000 Lock Box Payments per year? c. 80,000 on-line cashiering payments per year? d. 10,000 automated phone payments per year? e. 100,000 Internet payments per year, via cash, credit card and check?		
3.	Can you provide processing for: a. Inquiry by ticket, name, plate, address, license number and permit number? b. On-line, real time cashiering, Monday thru Friday from 7:00 AM to 8:00 PM with an on-line response time of 3 seconds or less? c. On-line disputes? d. On-line scheduled hearings with audio and visual recordings? e. On line and email correspondence letters for hearings, bounced checks and overpayments as well as any future letters needed? f. 180,000 online permits per year		
4.	Can you provide an online dispute option for violators to contest ticket via video-chat, video-conference, or other audio/visual connection?		
5.	Can you provide a direct line with RMV/DMV research, to support: a. 4,000 inquiries per week? b. 2,000 non-renewal mail transactions per month? c. 1,000 non-renewal clear transactions bi-weekly? d. Acquisition of name and address for tickets issued to out of state registrants? e. All types of Municipality state plates? f. Link plates for Municipality state swaps? g. Manually review and research violations with no plate match at the RMV?		
6.	Do you have the ability to provide a Performance Bond, for 100% of the Contract amount (contract estimated at \$500,000.00) annually?		

7.	Are you capable of commencing all aspects of operations within 30 calendar days, after notice of award, with a parallel operation as required by the City?		
8.	Are you able to retrieve archived information within one week?		
9.	Are you able to provide back-up of all files?		
10.	Are you able to restore all files from back-up?		
11.	Can you provide lockbox processing to include payments updated to database within 48 hours of receipt?		
12.	Can you provide Data entry/processing to include ticket documentation, updated to database within 72 hours of receipt?		
13.	Can you provide a Lessor Noticing Program capable of inputting name/address provided by lessor?		
14.	Can you provide a website that is both desktop and 'mobile' enabled, complete with contemporary design and functionality; full integration with your ticket processing system, online payment and permitting system, online appeals, and traffic and email alerts?		
15.	Can you provide at least one (1) fully integrated Mobile License Plate Reader (LPR) technology system, and integrate in the future with remote vehicle immobilization (RVI) systems?		
16.	Can you provide all hardware and software items associated with implementing LPR and RVI systems as well as maintain equipment under warranty?		
17.	Can you provide handheld enforcement terminals that interface with 3 <sup>rd</sup> party vendors, including IPS single-space meters, Duncan Technology multispace meters, and the Parkmobile pay-by-phone system?		
18.	Can you provide new computer terminals, printers, and payment receipting equipment as stated in Section I, Scope of Services? (New Vendors)		
19.	Can you provide all telecommunication links?		
20.	Will you be able to provide service/access with the Massachusetts RMV?		
21.	Can you generate all reports listed in Appendix 9?		
22.	<p>Can you provide documented ability to provide a residential permit parking program that would:</p> <ul style="list-style-type: none"> <li>a. Process 180,000 permits per year, via email, in-person and online?</li> <li>b. Inform all permit holders annually, on expiration dates of residential parking permits and visitor permits as determined by the City, via mail and email?</li> <li>c. Enable on-line permit issuance entry and change functions to include changing expiration dates for daily, weekly and monthly permits?</li> <li>d. Allow for renewal of residential permits, visitor permits, and all other permits by mail and email with appropriate renewal notices?</li> <li>e. Print Reports: <ul style="list-style-type: none"> <li>o Cashiering Reports?</li> <li>o Renewal Reports?</li> </ul> </li> </ul>		

	○ Reports by GIS enabled Locations?		
23.	<p>Can you provide documented ability to provide a residential permit parking program would enable inquiry, using partial matching and/or “fuzzy word search” by at least six different options:</p> <ul style="list-style-type: none"> <li>○ Name?</li> <li>○ Registration Number?</li> <li>○ Address?</li> <li>○ Permit Number?</li> <li>○ Account Number?</li> <li>○ Guest Card Number?</li> </ul>		
24.	Can you supply 250,000 computer tickets and 10,000 hand written tickets per year with a delivery of 10,000 tickets within five (5) working days?		
25.	Can you store physical ticket copies after entry for at least three months – copy to be deliverable upon request, within three (3) days?		
26.	Can you accommodate changes to fines as required by City Ordinance within thirty (30) days?		
27.	Can you provide onsite training as outlined in the Scope of Services?		
28.	Can you document experience in providing electronic computer generated tickets and ticketing systems, including equipment that would integrate with the hand-written ticket system?		
29.	House an inventory of resident permit parking districts and regulated streets within each district.		
30.	Fully integrate with parking management system, enabling resolution of parking citations issued incorrectly to permit holders or withholding of permit sales due to outstanding parking tickets.		
31.	Financial controls for tracking and reconciliation of fees collected, and inclusion of fees in a collections report.		
32.	Ability for users to perform all maintenance, updates and payments of permits or tickets online.		
33.	Ability for users to inquire online using a variety of search parameters.		
34.	Ability to generate notices, and emails for use in renewal or informational mailings.		
35.	Integration with parking management system cashiering module, allowing outstanding balances for parking tickets and new permit sales.		
36.	Configurable to match existing permit data entry flow, for easy transition.		
37.	Interface with other online systems, such as department’s website and any other payment providers.		
38.	Ability to assign/allocate multiple permits to single address.		

39.	Ability to assign multiple vehicles to single permit tag (carpools, multi-vehicle families).		
40.	Allows permit types to be defined with flat-rate, prorated, or tiered fee schedules.		
41.	Integration of vehicle owner information into ticket issuance database.		
42.	The resident permit application must be capable of generating various mailings and merged with name and address file of system of record.		
43.	Resident permit application must provide ability for applicants to register online as well as renew online, with appropriate controls to ensure any delinquencies of tickets being paid first.		
44.	Can management reports be provided relating to functions as designated by the city?		
45.	The inquiry function allows for a search of permit data that updates in real time.		
46.	Permit system can accept new permits and interface with ticket system to inquire for delinquent tickets.		
47.	Permit system can allow user to issue or not issue (based upon supporting documentation) a new permit.		
48.	Can you provide documented ability to process ticket payments via phone with credit card and via internet with credit card and check?		
49.	Is your company able to provide all raw data created by your company to the City of Somerville, or the City's designees, on a monthly or quarterly basis?		
50.	Does your company have the ability to provide real-time, up-to-the-minute data to Somerville or its designees?		
51.	Will your company be able to update database, on a regular basis (at least monthly), to clean duplicate account records?		
52.	Will your company enable violators to pay their ticket using their mobile phone by utilizing a barcode scan or equivalent mobile payment technology?		
53.	If you are a company based outside of Massachusetts, will you be able to provide continuous service, according to the scope of services/specifications?		
54.	Will you comply with the City of Somerville's Living Wage Ordinance?		
55.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?		

In order to provide verification of affirmative responses to items 1-54 under the quality requirements listed in the Quality Requirements Form, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

## 2.5 Period of Performance

The period of performance for this contract begins on **9/01/15** and ends on **8/31/18**.

## **2.6 Place of Performance**

All services, delivery and other required support shall be conducted in Somerville and other locations designated by the Department POC. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts.

## **2.7 Vendor Conduct**

The Vendor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the vendor to remove any vendor employee from city facilities for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The City will provide the vendor with immediate written rationale notice for removal of employee through the Purchasing Department. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

## **2.8 Vendor Personnel**

The proposer shall clearly state who will staff the project as project manager, and the staff must demonstrate the ability to carry out the requirements of this contract. The Evaluation Committee will evaluate the number of full time equivalents with demonstrated ability to carry out this project and the reasonableness and distribution of personnel expertise.

## **2.9 Confidentiality**

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the Purchasing Department. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or results from the performance of this SOW.

All documents, photocopies, computer data and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the Purchasing Department upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the Purchasing Director or as otherwise agreed by Purchasing Director and the Vendor).

The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the Purchasing Department. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter

without the prior written approval of the Purchasing Director. Requests to make such disclosure should be addressed in writing to the Purchasing Director.

#### **2.10 Deliverables**

Vendor shall provide for all day-to-day supervision, inspection and monitoring of all work performed to ensure compliance with the contract requirements. The contractor shall follow through to assure that all City and Contractor identified defects or omissions in the contract requirements are corrected.

**SECTION 3.0**  
**RULE FOR AWARD**

The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment to the City, the apparent highest responsive and responsible bidder).

**SECTION 4.0  
PRICING**

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled:

**RFP # 15-89 Ticket and Permit Processing Services**

The Offeror proposes to furnish and deliver the services specified at the following prices that include delivery, the cost of fuel, the cost of labor and all other charges related to successful completion of trips. Prices are to remain the same for the entire contract period.

**PRICE SUMMARY FORM**

TO BE ENCLOSED IN SEPARATELY SEALED ENVELOPE

**Please provide Unit Price for the following and include any additional fees not listed:**

ITEM	Year 1 9/1/2015 - 8/31/2016	Year 2 9/1/2016 - 8/31/2017	Year 3 9/1/2017 - 8/31/2018
Tickets Issued			
Demand Notices			
Non-Mass. Ticket Demand Notices			
Resident Parking Permits			
Payment Processing			
Voided Ticket Processing			
<b>Additional Pricing:</b>			
Website			
On-Line Permitting solution			
License Plate Reader Technology			
Interface with multispace meter kiosk (if applicable)			
Other: (Fill in Description)			

**Estimated Volume on Tickets issued 300,000 tickets**

Equipment Optional:	Estimated #	Price per Item	Total
Computers	21		
Laptops	3		
Printers	8		



Handheld Scanner options	Estimated #	Price per Item	Total
Single Unit			
Double Unit (scanner + printer)			
Android Enabled Unit			

**NAME OF COMPANY / INDIVIDUAL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE/FAX/EMAIL:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED INDIVIDUAL:** \_\_\_\_\_

**Please acknowledge receipt of any and all Addendums (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 ADDENDUMS:**

**Addendum #1** \_\_\_\_\_ **#2** \_\_\_\_\_ **#3** \_\_\_\_\_ **#4** \_\_\_\_\_

**SECTION 5.0  
FORMS**

**Ticket and Permit Processing Services RFP # 15-89  
PROPOSERS' CHECKLIST**

**Please ensure all documents listed on this checklist are included with your bid. Failure to do so may subject the proposer to disqualification.**

**Non-Price Proposal**

- ☐ Cover Letter
- ☐ Bidder's Checklist
- ☐ Notice to Proposers (found at the beginning of this document)
- ☐ Acknowledgement of Addenda (if applicable and non-price related)
- ☐ Quality Requirements/Minimum Selection Criteria
- ☐ Somerville Living Wage Form
- ☐ Certificate of Non-Collusion and Tax Compliance
- ☐ Certificate of Signature Authority
- ☐ Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
- ☐ Insurance Specifications (bidders to review and include in bid package; furnish sample certificate with bid if possible)
- ☐ Reference Form (or equivalent may be attached)
- ☐ Vendor Certification Form

**Price Proposal**

- ☐ Acknowledgement of Addenda (if applicable and price related)
- ☐ Price Summary Page



## **Certificate of Authority (Corporations Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

\_\_\_\_\_  
**(Insert Full Name of Corporation)**

2. I hereby certify that the following individual \_\_\_\_\_  
**(Insert the Name of Officer who Signed the Contract and Bonds)**

is the duly elected \_\_\_\_\_ of said Corporation.  
**(Insert the Title of the Officer in Line 2)**

3. I hereby certify that on \_\_\_\_\_  
**(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)**

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

\_\_\_\_\_  
**(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)**

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

**Signature:** \_\_\_\_\_  
**(Clerk or Secretary)**

**AFFIX CORPORATE SEAL HERE**

**Printed Name:** \_\_\_\_\_

**Printed Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
**(Date Must Be on or after Date Officer Signed Contract/Bonds)**



## **Certificate of Authority (Limited Liability Companies Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

\_\_\_\_\_,  
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: \_\_\_\_\_.
3. The LLC is managed by (**check one**) a     Manager or by its     Members.
4. I hereby certify that each of the following individual(s) is:
- a member/manager of the LLC;
  - duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
  - duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
  - that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Title:**\_\_\_\_\_

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

Form:\_\_\_\_\_  
Contract Number:\_\_\_\_\_

CITY OF SOMERVILLE

Rev. 08/01/12



## **Non-Collusion Form and Tax Compliance Certification**

**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:**\_\_\_\_\_

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

### **B. TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating 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:** \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

**Name of Business or Entity:**\_\_\_\_\_

**Social Security Number or Federal Tax ID#:**\_\_\_\_\_

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



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

**Instructions:** 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.**

**Purpose:** 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.

**Definition of “Living Wage”:** For this contract or subcontract, as of 7/1/2014 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.05 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

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\* Copies of the Ordinance are available upon request to the Purchasing Department.

Form:\_\_\_\_  
Contract Number:\_\_\_\_\_

CITY OF SOMERVILLE

Rev. 06/10/14

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.

**CERTIFIED BY:**

**Signature:** \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

**Title:** \_\_\_\_\_

**Name of Vendor:**\_\_\_\_\_

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

**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 **7/1/2014** is **\$12.05** 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 Purchasing Department directly.





## CITY OF SOMERVILLE, MASSACHUSETTS

**JOSEPH A. CURTATONE**  
**MAYOR**

### Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

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TIN

---

Signature

---

Printed Name of Person signing

---

Company

---

Date



Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143  
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344  
[www.somervillema.gov](http://www.somervillema.gov)



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
					-				

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	-------------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## 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 Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

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  
Purchasing 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.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE  
PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **CERTIFICATE OF GOOD STANDING**

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17<sup>th</sup> Floor, Boston, MA 02133 or you may access their web site at:  
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

### **IMPORTANT NOTICE**

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

## **SECTION 6.0 INSTRUCTIONS TO OFFEROR**

### **6.1 General Information & Submission Instructions**

#### **6.1.1 Bid Delivery**

<b>Responses must be delivered by 4/15/15 by 11AM EST to:</b>	City of Somerville Purchasing Department Attn: Alex Nosnik93 Highland Avenue Somerville, MA 02143
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One (1) proposal package (including two sealed envelopes) should be submitted. Responses must be sealed and marked with the solicitation tile and number. All bids must include a forms listed in the Proposers Checklist

#### **6.1.2 Evaluation Methodology**

All responses will be reviewed by an evaluation committee composed of employees of the City. However, the City reserves the right to involve an outside consultant in the selection process. Final selection will be based upon the evaluators' analysis of the information and materials provided by the proposing vendors in their technical submissions compared to both the Quality Requirements & Comparative Evaluation Criteria of the solicitation. Responses that meet the minimum Quality Requirements will then 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 award the contract to the most responsive and responsible Offeror who demonstrates best value to the city, technical and price considered. Before awarding the contract(s), the City may request additional information from the Offeror to insure that the Offeror has the necessary resources 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.

### **6.2 Non-Price (Technical) Proposal Format**

Responses must be submitted in accordance with the requirements set forth in this solicitation. These requirements were developed to standardize the preparation of responses while helping to assure consistency in format and content. This process will reduce the time required to prepare a response and will simplify the review process by City staff. 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 in the order that they appear.

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 identified with the solicitation number. For ease of reference, consecutive page numbering with tabs is required.

Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.

#### **6.2.1 Cover Letter**

Include a cover letter will summarize, in a brief and concise manner that the Offeror understands of the requested services. Please include 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 will be disqualified.

#### **6.2.2 Qualifications & Experience**

The proposer shall include qualifications and experience of the firm (or sole proprietor). The proposer 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 generally describe work which is similar in scope and complexity which the Offeror has undertaken in the past. A discussion of the challenges faced, and solutions developed are highly recommended. The proposer may include any additional literature and product brochures.

#### **6.2.3 Quality Requirements Form**

The Quality Requirements Form, or set of basic business standards, must be addressed by each offeror and presented within the technical proposal documentation.

### **6.3 Price Proposal Format**

#### **6.3.1 Cover Letter**

Include a cover letter to summarize, in a brief and concise manner, that the Offeror understands that their offer will bid the firm to the price submitted with their response. Please include 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 pricing is firm for ninety (90) days.

An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

### **6.3.2 Price Summary Page**

*See Section 4.0.*

### **6.3.3 Bid Prices to Remain Firm**

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

### **6.3.4 Price Submission**

All prices must contain the unit rate as requested on the bid 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.

### **6.3.5 Estimated Quantities**

The City of Somerville has provided estimated quantities for services over the course of the contract period. These estimates are estimates only and not guaranteed.

### **6.4 Bid 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, and with the corporate seal affixed.

### **6.5 Time for Bid Acceptance**

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

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.

### **6.6 Hours of Operation**

The awarded Vendor shall schedule his working hours to coincide with the working hours of the City. The normal working hours are 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.



**6.6.1 Holidays are as follows:**

New Year's Day	Memorial Day	Columbus Day
Martin Luther King Day	Bunker Hill Day	Veterans' Day
Presidents' Day	Independence Day	Thanksgiving Day
Patriots' Day	Labor Day	Thanksgiving Friday
Christmas Eve (half day)	Christmas 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 Vendor for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Vendor is required to perform work at such times, the Vendor 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.

**6.6.2 Inclement Weather Days**

In the event of inclement weather, the Vendor is responsible for listening to the public media to determine if the City has been closed because of the weather. The Vendor is encouraged to coordinate work schedules with the City POC to accommodate support requirements, other personnel availability, meeting schedules and vacation schedules.

**6.6.3 Unforeseen Office Closure**

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

**6.7 Changes & Addenda**

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the solicitation. The City will also post addendums on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

**6.8 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities**

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.\_\_\_\_" to the address listed in part

one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

#### **6.9 Right to Cancel/Reject Bids**

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

#### **6.10 Unbalanced Bids**

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

#### **6.11 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.

#### **6.12 Warranty**

The Offeror warrants that (1) the Supplies 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 bidder guarantees that upon inspection, any defective or inferior Supplies 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 Supplies. The bidder guarantees all Supplies for a period of one (1) year, or as otherwise specified herein.

#### **6.13 Invoicing**

The Vendor will mail an invoice to the ordering Department after completion of the service and be authorized by a work order. All invoice submissions must include a Vendor Work Order which was signed by the Department Head, or his/her designee authorizing the work to be performed on a City Building. Any Invoices that are presented for payment, that do not have a signed work order backup, by a City designee, will not be paid by the City.

#### **6.14 Electronic Funds Transfer (EFT)**

For Electronic Funds Transfer payment, the following information shall be submitted with

invoices to the office / individuals address listed in Section III:

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

#### **6.15 Cancellation**

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the Scope of Work (SOW) provided herein.

#### **6.16 Questions About the Solicitation**

**Questions are due: 4/3/15 by 12PM EST**

**Questions concerning this solicitation must be mailed or hand delivered in writing to:**

**Alex Nosnik**  
**Asst. Director**  
Somerville City Hall  
Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143

**Or emailed to:**

**[anosnik@somervillema.gov](mailto:anosnik@somervillema.gov)**

**Or faxed to:**

**617-625-1344**

Written responses will be mailed or faxed to all bidders on record as having picked up the RFP.

**If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

## **SECTION 7.0 GENERAL TERMS & CONDITIONS**

### **7.1 Taxes**

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and solicitation prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville's Massachusetts Tax Exempt Number is M046 001 414.

### **7.2 Freight on Board (FOB)**

All prices are to be firm F.O.B. delivered destination (Somerville, MA), to the address specified on the "Notice to Proposers" or any other department location doing business for the City of Somerville in need of such services.

### **7.3 Unit Price**

In case of error in extension of prices quoted herein, the unit price will govern.

### **7.4 Price Reduction**

It is understood and agreed that should any price reductions occur between the opening of this RFP and completion of this delivery. The benefits of all such reductions will be extended.

### **7.5 Guarantees**

The proposer to whom a contract is awarded, guarantees to the City of Somerville all supplies, equipment, related services/maintenance, and labor for a period of at least one (1) year. Upon inspection, any defective or inferior equipment, supplies/materials shall be replaced without additional cost to the City. The contractor will assume any additional cost accrued by the City.

### **7.6 Indemnification**

The vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this agreement and shall indemnify and save the City of Somerville harmless against all loss and expense resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

### **7.7 Insurance**

Vendor's liability insurance shall be purchased and maintained by the Vendor to protect him from claims under Worker's Compensation Acts and other employee benefits acts, claims from damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Vendor's operation under this agreement, whether such operation by himself or anyone employed by them. This insurance shall be written for not less than any limits of law, whichever is the greater and shall include

contractual liability applicable to Vendor's obligations. The Vendor shall deposit with the City of Somerville standard certificates of insurance thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the City of Somerville prior to cancellations or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with the insurance requirement, however, shall not relieve Vendor from liability under the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the City of Somerville and Contractor as additional insured where applicable.

#### **7.8 Independent Contractor**

Vendor is not an agent or employee of the City of Somerville and is not authorized to act on behalf of the City of Somerville.

#### **7.9 Complete Agreement**

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

#### **7.10 Assignment**

Vendor shall not assign the Agreement, or any interest therein, without prior written consent of the City of Somerville.

#### **7.11 Subcontractors**

Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City of Somerville.

#### **7.12 Governing Law**

The Bidding procedures shall be in accordance with M.G.L. c. 30B, as most recently amended and all other applicable laws. The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

#### **7.13 Enforceability**

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

#### **7.14 Conflict of Interest**

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal

is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

## **7.15 Termination**

### **7.15.1 For Cause**

The City of Somerville shall have the right to terminate this agreement if (i) Vendor neglects or fails to perform or observe any of these obligations hereunder and a cure is not affected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the City of Somerville, or (ii) if a judgment or decree is entered against Vendor approving a petition for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if Vendor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Vendor's property; or (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. The City of Somerville shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided.

### **7.15.2 Termination for Convenience**

The City may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

### **7.15.3 Payment by the City**

Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

### **7.15.4 Contractor's Duties Upon Termination For Convenience**

Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all

existing orders and Subcontracts; (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

#### **7.16 Discrimination**

It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin, sex, or ancestry.

#### **7.17 Withdrawal or Modification of Bid Response**

To withdraw, cancel or modify a response at any time prior to the solicitation opening date, an Offeror must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted and must indicate on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

#### **7.18 Samples**

All qualified proposers may be requested to submit samples.

#### **7.19 Financial and Operational Information**

By submitting a proposal, the proposer authorized the City of Somerville to contact any and all parties referenced by the proposer regarding financial and operational information.

#### **7.20 Payment**

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of the contract.

#### **7.21 Extension of Contract**

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

- a. 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.
- b. The City will have the option to cancel the contract provided that written notice is given 90 days prior to the effective termination date.

The Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

**7.22 Sales Tax Exemption**

Materials, equipment, and supplies for this project are exempt from sales tax in accordance with M.G.L. Chapter 64H, Section 6 (d). The City will furnish the successful bidder with its sales tax exemption number.



**APPENDIX A**  
**SAMPLE CONTRACT**

Professional Services Agreement  
By And Between  
The City Of Somerville

Acting Through Its Purchasing Department

For : end user department

Contract # \_\_\_\_\_

Contract Amount \$

Purchase Order # A \_\_\_\_\_

P.O. Amount \$ \_\_\_\_\_

Bid # 05-04

Contract Period: mm/dd/yyyy to mm/dd/yyyy

Contract For: service description

Vendor: name  
address  
city, MA zip  
phone

ACCORDING TO SPECIFICATIONS CONTAINED HEREIN

**PROFESSIONAL SERVICES CONTRACT  
BY AND BETWEEN  
THE CITY OF SOMERVILLE  
AND  
vendor name  
address  
city, state zip  
phone**

This Contract made this datest day of month 2004, by the City of Somerville,  
acting through its Purchasing Department (hereinafter, the "City") and vendor  
(hereinafter, the "Vendor").

**WHEREAS**, the City seeks the following services: describe services;  
(hereinafter, the "Services"); and

**WHEREAS**, the City has followed the bidding procedures required by G.L. c.  
30B, §5 for bids 6 for proposals, (See Appendix A - Notice to  
Bidders/Advertisements and IFB or RFP No. bid no. attached and made a part  
hereto); and

**WHEREAS**, the Vendor was found to be the lowest responsive and responsible or  
highly advantageous Vendor (See Appendix B – Proposal Page attached and made a  
part hereto); and

**NOW THEREFORE**, the City and the Vendor in consideration of mutual covenants herein  
contained and other good and valuable consideration, the receipt and sufficiency of which  
are hereby acknowledged, agree as follows:

#### **ARTICLE I. VENDOR'S SERVICES/SUPPLIES**

The Vendor shall provide the Services and/or Supplies described in Appendix C, Scope of Services/Specifications, attached and made part hereof.

#### **ARTICLE II. TERM AND/OR DELIVERY**

##### **A. Term.**

1. The term of this Contract shall commence on the day and year first written above.
2. The Vendor shall complete the Services and/or furnish the supplies, by contract end date (the "Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.
3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

##### **B. Delivery (Applicable to Supplies Only).**

1. The Supplies are to be delivered F.O.B. to:
2. If this Contract is for Supplies, the City may at its sole discretion amend this Contract for a maximum of twenty five percent (25%) of the original Contract amount in the event that the awarding authority finds that it is in the best interests of the City. Any additional Supplies must be billed at the same unit price as the original proposal. (Quoted or Non-Exempt Sole Source Agreements may not exceed \$24,999, including amendments and extensions).

#### **ARTICLE III. PRICE AND/OR COMPENSATION**

##### **A. Price (Applicable To Supplies Only).**

1. In case of an error in extension prices quoted herein, the unit price will govern.
2. The Supplies and the unit price for the Supplies are listed in Appendix B, attached and made a part hereto.

##### **B. Payments.**

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$contract price for Services rendered and/or Supplies received as specified in Appendix C.

2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.

3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.

4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

##### **C. Invoicing.**

1. 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.

2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

#### **ARTICLE IV. 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 in a manner reasonably satisfactory to the City,
  - (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory,
  - (v) discontinuance of 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. 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. 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.

**C. Termination For Convenience.**

1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.
2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/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 Supplies and/or Services delivered after the effective date of termination.

**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, documents, correspondence, drawings, plans, models, or any other items whatsoever belonging to or supplied by the City;

**E. Rights and Remedies.**

1. 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; and
  - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and

- c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and
- 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.

2. 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.

3. 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.

4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

#### **ARTICLE V. INSURANCE**

The Vendor shall deposit with the City certificates of insurance issued by companies qualified to do business in the Commonwealth of Massachusetts in form and substance satisfactory to the City, with limits equal to or greater than those set forth in **Appendix D** attached hereto and made a part of this Contract. Such certificates shall name the City of Somerville as an additional insured and shall contain an endorsement requiring ninety (90) calendar days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. 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. Vendors who are sole proprietors and who do not carry workers' compensation coverage shall certify in writing that they do not have any employees.

#### **ARTICLE VI. GENERAL PROVISIONS**

**A. Governing Law.** This Contract shall be governed by the laws of the

Commonwealth of Massachusetts.

- B. Complete Agreement.** 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.
- C. Condition 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.
- D. 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**.
- E. Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.
- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. Discrimination.** It is understood and agreed 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.

**J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.

**K. Notice.** The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) telegram; (iii) telecopier; (iv) certified mail, return receipt requested; or (v) federal express, express mail, or any other nationally recognized overnight delivery service,

1. To the Vendor at the address set forth herein or the following

Fax Number: vendor's fax

2. To the City addressed to:

Name: Purchasing Director

Address: Somerville City Hall

93 Highland Avenue

Somerville, MA 02143

Fax No.: 1-617-625-1344

with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143; Fax No. (617) 776-8847.

Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

**L. 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.

**M. Additional Provisions.** Other conditions governing this Contract are set forth in the following appendices:

Appendix A – Notice to Bidders/Copy of Ad

Appendix B – Price Page

Appendix C – Scope of Services

Appendix D – Insurance

Appendix E – Living Wage Ordinance

Appendix F – Certificate of Good Standing

The above-described appendices are, by this clause, 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 provisions of this Contract and any of this Contract's documents, the provisions of this Contract shall prevail. In the event of any conflict or inconsistency between this Contract, the Contract's documents and any applicable state law, the applicable state law shall prevail.

#### **ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR**

The Vendor hereby represents and certifies under the penalties of perjury:

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: \_\_\_\_\_, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: \_\_\_\_\_ (select one) to and 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.
- C. 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.

- D. Tax and Contributions Compliance.** The 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's federal tax identification number is: insert fid no. The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. 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, § 20 (Conflict of Interest).

- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

**ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)**

- A.** The Vendor warrants that (1) the Supplies 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.
- B.** The Vendor guarantees that upon inspection, any defective or inferior Supplies 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 Supplies.
- C.** The Vendor guarantees all Supplies for a period of one (1) year, or as otherwise specified in Appendix \_\_\_\_\_.

**ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)**

If this Contract is for Services in the amount of ten thousand dollars (\$10,000.00) or more, the Vendor must execute a "Living Wage Ordinance Compliance Form" (**Appendix E**) and hereby represents and certifies under the penalties of perjury that it complies with the provisions of the Somerville Living Wage Ordinance.

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument as of the date first written above.

CITY OF SOMERVILLE

I hereby certify insert text box  
from next page  
delete remaining text boxes

\_\_\_\_\_  
Edward Bean  
City Auditor

\_\_\_\_\_  
Joseph A. Curtatone  
Mayor

\_\_\_\_\_  
Rositha Durham  
Purchasing Director

\_\_\_\_\_  
Department Head

APPROVED AS TO FORM:

\_\_\_\_\_  
John Gannon  
City Solicitor

VENDOR

vendor name

X \_\_\_\_\_  
Signature of Authorized Agent of Vendor

\_\_\_\_\_  
name of vendor signatory  
Printed Name of Authorized Agent of Vendor

\_\_\_\_\_  
signatory title  
Title of Authorized Agent of Vendor

\_\_\_\_\_  
signatory address  
Street Address of Vendor

\_\_\_\_\_  
city, state zip  
City, State and Zip

\_\_\_\_\_  
vendor fid no  
Tax ID #

FOR CORPORATIONS ONLY:  
I certify that the individual signing on  
behalf of the corporation has the authority  
to bind the corporation.

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Print or Type Clerk's Name