

## **SOLICITATION FOR:**

RFP # 19-13

Ticket and Permit Processing and Management Services



## **CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE:** 8/15/2018

**QUESTIONS DUE:** 8/29/2018 by 12PM EST

**DUE DATE AND TIME:** 9/12/2018 by 11AM EST

Anticipated Contract Award	10/1/2018
Est. Contract Commencement Date	11/1/2018
Est. Contract Completion Date	10/31/2021

### **DELIVER TO:**

**City of Somerville**

**Purchasing Department**

**Attn:** Michael Richards

Assistant Purchasing Title

[mrichards@somervillema.gov](mailto:mrichards@somervillema.gov)

**93 Highland Avenue**

**Somerville, MA 02143**

**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Enclosed You Will Find a Request for Proposal For:**  
RFP # 19-13 Ticket and Permit Processing and Management Services

**SECTION 1.0**  
**GENERAL INFORMATION ON PROPOSAL PROCESS**

**1.1 General Instructions**

Copies of the solicitation may be obtained from the Purchasing Department on and after 8/15/2018 per the below-noted City Hall hours of operation.
--

Hall Hours of Operation:	
Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to <b>7:30</b> p.m.
Friday	8:30 a.m. to <b>12:30</b> p.m.

All Responses Must be Sealed and Delivered To:
Purchasing Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i>It is the sole responsibility of the Offeror to ensure that the proposal arrives on time at the designated place. Late proposals will not be considered and will be rejected and returned.</i>
Proposal Format:
Submit one (1) sealed proposal package (with two sealed envelopes, one for the price and one for the technical proposal); it must be marked with the solicitation title and number and must be original.
In an effort to reduce waste, <b>please DO NOT USE 3-RING BINDERS.</b>
Responses must be sealed and marked with the solicitation title and number.
All proposals must include all forms listed in the Proposers Checklist (and all documents included or referenced in <b>Sections 2.0 - 4.0</b> ). <b>If all required documents are not present, the proposal may be deemed non-responsive and may result in disqualification of the proposal unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.</b>
A complete Proposal must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the proposal is firm for ninety (90) days. <b>An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.</b>
The Offeror's authorized official(s) must sign all required proposal forms.
The Price Form in <b>Section 4.0</b> must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
All information in the Offeror's response should be clear and concise. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
The successful Offeror must be an Equal Opportunity Employer.

## 1.2 Proposal Schedule

Key dates for this Request for Proposals:	
RFP Issued	8/15/2018
Deadline for Submitting Questions to RFP	<b>8/29/2018 by 12PM EST</b>
Proposals Due	<b>9/12/2018 by 11AM EST</b>
Anticipated Contract Award	10/1/2018
Est. Contract Commencement Date	11/1/2018
Est. Contract Completion Date	10/31/2021

<b>Responses must be delivered by 9/12/2018 by 11AM EST to:</b>	City of Somerville Purchasing Department Attn: Michael Richards 93 Highland Avenue Somerville, MA 02143
---	---

## 1.3 Submission Instructions

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

Contents of Sealed Proposal Package	Marked As
<b>Envelope 1 Non-Price Technical Proposal:</b> Shall Include (1) original and two (2) 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:</b> Non-Price Proposal RFP # 19-13 Ticket and Permit Processing and Management Services
<b>Envelope 2 Price Proposal:</b> Shall Include one (1) original and one (1) copy.	<b>To Be Marked:</b> Price Proposal RFP # 19-13 Ticket and Permit Processing and Management Services
<b>Please send the complete sealed package to the attention of :</b>	Michael Richards Assistant Purchasing Title 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.

## Non-Price (Technical) Proposal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price Proposal response should contain all forms outlined in the Proposers Checklist (Section 3.0). Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs).

***Elaborate format and binding are neither necessary nor desirable.*** Each proposal shall clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g., "Original", "copy 2 of 3"). All submissions will allow for easy removal and replacement of pages.

### Cover Letter

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

### Qualifications & Experience

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

### References

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

●The name, address, telephone number, and email address of each client listed above.	
●A description of the work performed under each contract.	●The amount of the contract.
●A description of the nature of the relationship between Offeror and the customer.	
●The dates of performance.	●The volume of the work performed.

## Price Proposal Format

### Price Summary Page (see Section 4.0.)

### Proposal Prices to Remain Firm

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

## **Price Submission**

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

## **1.4 Questions**

**Questions are due: 8/29/2018 by 12PM EST**

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

Michael Richards  
Assistant Purchasing Title  
Somerville City Hall  
Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143

**Or emailed to:**  
mrichards@somervillema.gov

**Or faxed to:**

617-625-1344

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

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

**If any proposer contacts City personnel outside of the Purchasing Department regarding this proposal/proposal, that proposer will be disqualified immediately.**

## **1.5 General Terms**

### **Estimated Quantities**

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

### **Proposal Signature**

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

### **Time for Proposal Acceptance and City Contract Requirements**

The contract will be awarded within 90 days after the proposal opening. The time for award may be

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

**Holidays are as follows:**

New Year's Day	Martin Luther King Day	Presidents' Day	Patriots' Day
Memorial Day	Bunker Hill Day	Independence Day	Labor Day
Columbus Day	Veterans' Day	Thanksgiving 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 Offeror for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Offeror is required to perform work at such times, the Offeror shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc. UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

**Unforeseen Office Closure**

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

**Changes & Addenda**

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

**Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities**

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

proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

### **Right to Cancel/Reject Proposals**

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

### **Unbalanced Proposals**

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

### **Brand Name “or Equal”**

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

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

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

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

## **1.6 Evaluation Methodology**

### **Comparative Evaluation Criteria**

The Comparative Evaluation Criteria set forth in Section 2 of this RFP shall be used to evaluate responsible and responsive proposals.

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

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

### **Selection Process**

Qualified proposals will be reviewed and rated by the Evaluation Committee ("the Committee") on the

basis of the comparative evaluation criteria and minimum quality requirements included in Section 3.0.

The City may request additional information from the Offerors to ensure that the Offeror has the necessary resources to perform the required services. The Committee may choose to select a set of finalists to be interviewed ("the short list"). The short-listed applicants will be notified, either by e-mail or telephone, of the date, time, and place for their interviews and any other pertinent information related thereto. The Mayor may, at the Mayor's sole discretion, interview the applicants on the short list. The Committee will rank all candidates and make a recommendation to the Mayor to enter into a contract with the most highly advantageous Offeror.

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



**RFP # 19-13**  
**SECTION 2.0**  
**RULE FOR AWARD /**  
**SPECIFICATIONS/SCOPE OF SERVICES**

**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 proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most highly advantageous and responsible offeror.

**2.1 Ticket Workflow**

**A. Parking Control Officers**

**1) Handheld Computer**

- a. Thirty-two (32) handheld ticket writers; charging rack
  - b. Minimum of 16 backup batteries for ticket writers
  - c. Minimum of 10 stand-alone charging units
  - d. Must have the most current barcode scanners capable of reading bar coded and RFID permits, with capacity to work at night, inclement weather and extreme temperatures.
- Handheld host system must be capable of transferring all data, including digital voice recordings and photographs captured by the handhelds from the field, wirelessly.
  - Handheld must support audio recordings in the field.
  - 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.
  - The Vendor should address any ongoing maintenance and replacement costs of handheld devices and hardware, including postage of parts and hardware necessitating repairs.
  - A detailed description of equipment and the associated benefits of the equipment proposed is required.
  - The Vendor must offer 3G or 4G/LTE wireless communication technology into handheld issuance devices.
  - Once citation is issued, handheld must automatically transfer data to the processing system for subsequent action.

- Information must be immediately visible for officer activity, fine and fee payments, issuance activity reporting.
- Enforcement officers must have real time access to the most current enforcement and permit “hit” list for scofflaws.
- Enforcement officers must have real time access to the most current guest use by plate and “hit” list for guest abuse.
- Enforcement officers must have real time access to the most current permitted vehicles.
- Handhelds must include integrated digital, color camera for image capture.
  - Camera must include playback option for enforcement officer to ensure quality of image.
  - Camera must include flash capability to allow for nighttime photo enhancement.
  - Camera must fit in unit and afford same protections from field environment as the rest of the internal components.
- Handheld must have the ability to store hundreds of images before download without slowing handheld processing and data transferring reliability.
- Handheld must automatically link each photograph to the appropriate ticket record in the ticket management system, and be readily available to customer service representatives and adjudication personnel for review and customer viewing in the online dispute and payment system
- Handheld must be capable and configured with an integrated, technologically up-to-date barcode scanner that is reliable during inclement weather.
- The Vendor is required to provide 32 handheld ticket issuance computers, the most current version of the Vendor’s issuance management software, all cables, chargers and batteries to the City.
- Able to issue a 3” x 6” ticket using a thermal printer.
- 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, an android unit with camera, battery pack and separate printer with 75 ticket capacity.
- Memory capacity of 1,000 tickets with photographs before unloading or affecting handheld performance.
- Battery capacity of 375-400 tickets per charge and full recharge in 4-8 hours, easy use for multiple shifts.

- 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).
- Hotlist, guest use and warning storage for 75,000 – 1,000,000+ plates.
- Storage of complete make, model, or body type lists.
- At least 1,000+ violations and a complete states list capable of 2 violations on a single ticket.
- At least 1,000+ remarks of 32 characters in length
- At least 1,000+ streets or locations of 24 characters each
- At least 80 character printer with regular and bold print
- Ticket issuance every 25 to 30 seconds
- Unload of 100 tickets in 30 seconds to any compatible personal computer at end of each shift
- Complete password protection system for PC host system
- Durable and weatherproof for use in rain and snow conditions as well as all temperatures
- Concurrent printing and top of form sensor mark
- Power down mode to conserve energy
- Must interface with permitting system to show current permit
- Warning issuance and tracking features. Must show all warnings previously written within same ticket code.
- Visitor usage tracking by plate and calendar week. Must show all visitor permit usage during one week period with ability to reset upon following calendar week.
- Must interface with multi-space meter kiosk (currently Parkeon Technology).
- Must interface with multiple pay-by-smart-phone technology.
- Must upload real time.
- Ticket issuance and look up feature.
- Search Mode (Plates & Vin & Permit) feature.

- Special enforcement Hot List feature (Plate & VIN).
- Time Limit marking function (Mark Mode).
- Barcode Scanner function (128c – Prefix & Ticket Number).
- Permit/License cross reference function.
- Meter/Location Matrix.
- Broker Meter reporting function.
- Damaged Sign reporting function.
- Officer Activity Logging function.
- OCR Scanline (Prefix /Ticket # and Fine).
- Check digit on the ticket # (MOD 7 Service Center Standard). Ticket number must contain a check digit; currently MOD-7 is used (the Vendor may use other calculations).
- Current ticket number is seven (7) digits plus the check digit (the Vendor may recommend another configuration). The letters SX will appear before all ticket numbers.
- Manual Ticket Entry per form.
- Over 48 hours log.
- Must provide GIS – COMMAND AND CONTROL
- The Vendor's system must allow map-based enabled desktop access to views on-street activity.
- The Vendor's system must support geo-coding of citation data.
- Each citation issued via the Vendor-provided technology should include sufficient spatial attributes to enable x, y plotting to locate the citation using a GIS generated mapping system.
- Courier must accommodate for the pickup and delivery of supplies, equipment to be repaired including handheld, correspondence and other assorted items between the City's 133 Holland Street office and the Vendor's business office each business day.

## 2) **Printers**

- Thirty-two (32) hand held printers; charging rack.
- Minimum of 16 back up batteries for printers.
- Must have the capacity to function in inclement weather and extreme temperatures.
- Handheld printer must be capable of printing barcodes in any combination or configuration up to 67 characters in length. The Vendor must print barcode on tickets.

- Must also be capable of OCR (optical character recognition) printing on the tickets.

### **3) Carrying Case for Handheld Computer/Printer**

- Handheld and printer must include weather resistant casing with rain guard and carrying sling and/or hip belt.

### **4) Tickets for Handheld**

- Minimum of 75 tickets/pack roll.
- The Vendor must provide 300,000 blank tickets.
- Tickets and envelopes must not 'bleed' ink in inclement weather.
- Tickets are numbered sequentially by software.
- The Vendor must offer the option to print barcode on ticket in order for violator to pay using their mobile device.
- Must have boot book uploaded weekly and have permit system uploaded weekly.

### **5) Manual/Paper Tickets**

- The Vendor must provide up to 10,000 blank tickets per year.
- Tickets must be bound in books of 25 with a cover.
- Ticket writer instructions must be printed inside the cover.
- Tickets must include a self-mailer type envelope.
- Tickets must be multi-part as follows:
  - Original copy for data entry
  - Second copy for city records to remain in book
  - 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.
- The Vendor must provide sign-out listing by book number for control purposes.
- Ticket number must contain a check digit; currently mod-7 is used (the Vendor may use other calculations).
- Current ticket number is seven (7) digits plus the check digit (the Vendor may recommend another configuration). The letters SX will appear before all ticket numbers.
- Ticket books are numbered sequentially (current ticket layout is attached as Appendix 7, any other layout is subject to the City's approval.)
- The City of Somerville will provide physical storage for at least 10,000 unissued tickets (400 books). The 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.
- 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.
- Tickets and envelopes must not bleed in rain/snow conditions.
- Paper tickets are to be picked up daily by a bonded Courier provided by the Vendor at the City's 133 Holland Street office and delivered to the Vendor's office or other appropriate location for processing and data entry at that office.

- The Vendor within one (1) working day of receiving the paper ticket must prove and update the ticket processing system master files to reflect new entries for parking ticket violations.
- Ticket must be encoded so that ticket number can be read for payment processing using optical scanning equipment.
- The Vendor must offer the option to print barcode on ticket in order for violator to pay using their mobile device.
- The Vendor is responsible for validating the following information entered for the ticket:
  - A. Violation number
  - B. Date
  - C. Time of issuance
  - D. State
  - E. Plate
  - F. Plate type
  - G. Make of vehicle
  - H. Color of vehicle
  - I. Route number
  - J. Location of violation
  - K. Violation description
    - a. Fine amount
    - b. Issuing Officer
    - c. Badge number
    - d. Bar code with ticket number for scanning
    - e. Division i.e. PCO or SPD and any or all notes or comments
- The Vendor will make the new ticket data available for online access and system usage once it has been added to the Master Violation File.
- The Vendor will include a PDF of the original ticket in the ticket processing system

#### 6) **Vendor Responsibilities**

- The Vendor shall completely manage and process citations issued by the handhelds pursuant to these specifications and requirements. The Vendor shall provide, implement and support handheld electronic ticket devices and docking stations including the hardware, software, program applications and all required communication devices, protocols, and network connections.
- The Vendor must provide handheld support personnel who have relevant current industry certifications and experience in the maintenance of portable computer equipment. Handheld support personnel shall be responsible for coordinating system modifications, troubleshooting problems with the handhelds, printer assemblies and/or docking units, and training the City staff so that the designated staffs are fully knowledgeable in the operation of the handheld and trained on all enhancements made to them. The support personnel will provide on-site ongoing refresher training and provide skill/user specific training for enforcement staff at intervals determined by the City.
- In addition to providing the data entry fields required to issue parking violations, the handheld must also contain tables that load into memory listing all of the streets for the City, all of the City's parking meters, a consolidated loading zone address file, boot eligible

vehicles, the consolidated Visitor Pass files from the collective input of the parking officers recording Visitor Passes, the consolidated Warning files from the collective input of the parking officers issuing warnings, the consolidated files of all current permits and in addition have the ability to record two times for overtime parking, loading zone and over 48 hour parking. The handheld program also must allow officers report broken meters and missing signage including the location via a drop down menu and an option to enter remarks. This data must then be downloaded to a daily report. Access to this report must be provided to the City. The Vendor must provide future enhancements to the handheld programming as requested by the City at no cost to the City beyond the price proposal for this contract.

- All transactions entered into the handheld, including time and location entries related to monitoring parked cars for overtime, loading zone, visitor usage, over 48 hours, warnings etc. as well as the time of all transactions entered into the handheld must be immediately transmitted via real-time data transfer and uploaded to the Vendor's database to be used for entry and use in management reports.
- The handheld should indicate to the officer overtime loading zone entries and provide a prompt when time has expired. The handheld memory must contain a table of comments for officers to add to the ticket and internal comments which will appear on a drop down for each violation type. The comment table must be available to City staff to edit on their desktop computers. In addition, officers must have the ability to add free form comments on each ticket and select whether comments should be internal (not printed on ticket) or external (printed on ticket).
- The handheld shall have the capability of printing a barcode on the ticket which can be scanned at the City cashier stations by the barcode scanner included in each cashier terminal.
- The handhelds must also allow officers to enter the following data to monitor vehicles for possible over 48 hour violations: Plate, State, Make, Street address, Stem location. Over 48 hour violation data must be available in a storage file so that when additional storage monitoring information is entered by the officers the system must check the existing storage file information to determine if all the information is exactly the same for the vehicle being monitored. If the information is the same, then the information must be eligible to be entered and available for the following day's transactions.
- Guest permits must also be monitored. The guest permit must be input into the handheld. The plate is followed on a calendar week. Information must be available in a storage file so that when additional officers mark the vehicle on subsequent days a ticket may be generated. (See Appendix for specific business rules)
- The Vendor shall develop and provide handheld software that allows real-time integration of enforcement data between the handhelds and the City's multi-space kiosks and pay-by-phone technologies including the possibility of multiple pay-by-phone providers.
- The Vendor will also provide real-time permit look-up and alert the officer of valid permit.
- All these programming services shall be provided at no cost to the City beyond the price proposal for this contract.

## **7) PCO Supervisor Equipment**

P/C and Laptop with Ticket/Permit Parking System software and Microsoft Office software installed (included in the 21/3 Laptop number)

**8) Letter Printer**

- PCO supervisors to print reports
- All connections/wires to PC
- Cartridges for printers as required the City

**9) Computer Program**

Ability to view, download and add notes to records in both the ticket processing system and the permit processing system.

The key indicators could include but not be limited to:

- Citation Issuance by Code and as a Total
- Citation Issuance by Location
- Citation Issuance by Officer
- Citation issuance by Route
- Voids and Dismissals
- Holds and Releases Placed
- Boot List
- All Citations
- Broken Sign/Meter Information

**B. Clerks**

**1) Personal Computers to Host Point of Sale Program and Microsoft Suite**

- Twenty-one (21) PCs and three (3) laptops for on-line inquiry; including 8 terminals for cashiering, 8 cash drawers, 1 PCO PC and 1 PCO Laptop, 3 Hearing Officers, 2 Laptops Administration.
- Unlimited software licenses for applications to be used by All Traffic and Parking Administration, Clerks, Supervisors and Hearing Officers, Constituent Services, Tow Lot and Administration, for both the ticket processing system and the permit processing system.
- All wires, lines, modems and or telephone lines for on-line access.
- Ink cartridges for printers as required by the City.

Each cashiering work station shall have a barcode scanner to scan both tickets and permits for payment/purchase.

**2) Receipt Printer**

- Ten (10) printers attached to the cashiering terminals for check endorsement and customer receipt/office receipt.



- Paper, ribbons and cartridges for printers as required by the City.

### 3) **Letter Printer**

- a. Ten (10) printers capable of printing documents, daily reports and addresses on envelopes for permit processing.
- b. All connections/wires to PCs
- c. Cartridges for printers as required by client

### 4) **Access to RMV**

- Direct access to RMV from PC for all Clerks and Administration with the ability to access that is user/id secure not terminal-dependent. Anyone who is authorized to access the Mass RMV can do so from any departmental terminal for any length of time without having to re-establish the session during normal business hours. The Vendor shall also have a plan for managing the RMV's transition from the ALARS system to the ATLAS system, particularly as the vehicle licensing component becomes active.
- The following RMV views are required:
  - Garaging Code
  - DOB
  - Registered Owner Information
  - Registration Status
  - Vehicle Make, Model, Color
  - Plate Issue and Expiration Date, Type and Plate Color
  - Inspection Status
  - License Status
  - HP Status and Placard Number
  - View Holds and Remove Holds(with proper credentials)
- The Commonwealth of Massachusetts charges the City \$20.00 each time a registration or license is cleared. However sometimes clears are done on tickets that have been dismissed. In these situations, the City is due a credit from the Commonwealth for this \$20.00 charge. The Vendor shall be responsible for
  - (1) Identifying those cases that the City should receive the credit
  - (2) Preparing an annual accounting statement and a cover letter summarizing the credits due
  - (3) Submitting this report to the City and once approved, to the Commonwealth on behalf of the City so that City can receive credit on its 'cherry sheet' which is used to reconcile amounts due between the City and Commonwealth.
- The Vendor must provide registrant information from Massachusetts and a minimum of (22) states and provinces listed below and is expected to obtain registrant information for the other 27 non-Massachusetts states and all Canadian provinces and Territories. If the Vendor is unable to obtain information from a state or province it shall notify the City why it cannot

do so and what steps it is taking to obtain this information. The Vendor must have the capability of processing a minimum of 50,000 out-of-state transactions.

- NH, OK, NY, CT, NJ, RI, PA, FL, IL, MD, VA, ME, TX, VT, OH, GA, NC, CA, AZ, MI, IN, MO
- The Vendor must accommodate the treatment of significant license plate characters. These characters are not alpha or numeric but are significant in that they are required for the correct identification of a plate owner or to distinguish between plate owners. These include '+' (plus) signs, '-' (minus) signs, '/' (slash) and '&' (ampersands) signs.
- The Vendor's Multiple Owner And Re-Issued License Plate Interface System must accommodate all scenarios where a license plate number and type has been issued to more than one registrant at different periods of time. The system must correctly assign tickets to the license plate owner who is responsible for their issuance.
- When requesting vehicle owner information from the appropriate registry, the Vendor must be aware that subtle or slight variations in the data received, compared with that which has been previously received, could result in their creation of a separate and unique registration record. The Vendor must take measure and have sufficiently robust edits to prevent this split of records from occurring. In those cases where the existence of a split record is discovered, regardless of its origins, the Vendor must provide the online capability to merge and produce a corrected and unified registration record. In addition, the Vendor must provide a monthly management report, produced in state-plate order, of the resultant online corrective action taken to merge a split record, providing the City with sufficient audit capabilities to measure these corrective actions.
- Upon acquisition of registrant information, the Vendor must provide the immediate online system access of parking ticket information by registrant name, driver's license number, address, violation number and registration number.
- The Vendor shall update each registrant plate data within 15 days of the violation issuance date if the ticket is not paid. If it has not been updated within 45 days the information should be requested again if the ticket remains unpaid. If again it has not been identified and remains unpaid it should be requested again at 105 days. The Vendor will be required to update registrant information for all Massachusetts registrant plates with open tickets on a yearly basis.
- The Vendor must request out-of-state vehicle owner information on a weekly basis for each registration number appearing on issued tickets that are not completely paid or dismissed within 15 days. Unidentified out of state registrant information should continue to be sought on a monthly basis until fully identified.
- Unidentified plates report, for both in-state and out-of-state plates, must be generated on a monthly basis to ensure officer errors are not continued.
- Track history of name changes, splits, combines with on-line access on plate history screen.
- Notification to RMV for ticket holds must be reported daily/weekly

- Notification of non-Massachusetts MVAs for Boot Eligible vehicles must be reported to Non-Massachusetts MVAs by the Vendor in order to meet the noticing requirements of the Massachusetts Chapter 90 20A ½.
- The Vendor must link plates for Mass plate swaps.
- The Vendor must produce a report of non-hits by PCO

## 5) **Computer Programs**

The Vendor shall provide a window-based system comprised of the following criteria:

- The program has a cashiering component to pay for tickets and permits on the same transaction.
- The program must integrate seamlessly with all the permit information.
- The program must link names, plate number with permit information.
- The Vendor must provide detailed and comprehensive online inquiry screens to support numerous general and universal inquiry and customer service functions. The Vendor shall provide general inquiry screens containing data from all systems and system elements including:
  - a. Noticing-Correspondence and Notice detail for all tickets
  - b. Parking Ticket Information
  - c. Disputes and Adjudication
  - d. Boot and Tow
  - e. Registry of Motor Vehicle Interface
  - f. Both Summary and Detail plate and ticket information
  - g. RMV Ownership
  - h. Batch update detail
  - i. Online Resident , Visitor, Special Permit Parking Permit Module
  - j. Online Customer Portal through the City website at [www.parksomerville.com](http://www.parksomerville.com)
  - k. Online Workflow for processing permits that are received through the City website at [www.parksomerville.com](http://www.parksomerville.com)
  - l. Microsoft Suite including Outlook, Word and Excel
  - m. Ability to accept payments for tickets and update system immediately
  - n. Ability to look up customer information by name, driver's license number, address or plate.
  - o. Must record all changes to accounts both tickets and permits by user I.D. each time a record is added to or changed in any way.
  - p. Must allow notes to be added to all accounts, tickets and permits.
  - q. Must allow attachments to all accounts, tickets and permits.
  - r. Ability to do adjustments in payments with supervisor approval.

## **C. Hearing Officers**

## 1) **Computer Program to Adjudicate Tickets**

- The Vendor must provide ability for hearing officers to review any images captured by handheld issuance devices
- Requested Administrative Reviews must be presented to reviewer in an easily manipulated workflow process, by violation code for online disputes received through the city website at [www.parksomerville.com](http://www.parksomerville.com) and separate queue for mailed in correspondence, that allows access to all data stored in the database relevant to the citation being contested along with any material submitted by requestor.
- Access to daily schedules of in-person hearings to view or print.
- Solution must record decision in citation processing software.
- Solution must require an explanation for decision prior to allowing decision.
- Solution must provide the ability for Hearing Officers to choose from a list of disposition codes.
- Solution must be able to track the disposition codes to analyze reasons why tickets are being appealed.
- Solution must generate the required disposition results letter to the requestor by US mail.
- Solution must allow for disposition letter to be printed from desktop.
- The results letter must be sent via e-mail to requestor if requestor has provided e-mail address.
- Hearings to be scheduled by the Vendor 30 days after ticket issuance providing no payment is made, online hearing in queue, mailed in appeal in queue or ticket disposition.
- Automatic Hearing Fields update: date and time, user ID for entry, date and time of scheduled hearing.
- Hearing date/time field required for actual time/date when hearing is held/decision rendered.
- Ability to add documents and notes to tickets.
- Immediate update to suspend activity, including boot eligibility upon scheduled hearing and reinstate if hearing is not attended.
- Ability to accept on-line appeals and confirm receipt of online appeal via email response. Appeals must be noted on resident account upon receipt.
- Ability to accept and attach handwritten, mailed correspondence to ticket
- Ability to provide on line and mailed correspondence for bounced checks, overpayments and underpayments.
- Fields updated: date, time, user ID, disposition reasons code, dollar amount of disposition code of disposition letter
- Audit trail on line: date, time and user ID.
- Ability to update immediately, including stop activity, and boot eligibility.
- Must be able to provide on line correspondence disposition letter, including e-mail notification in addition to mailed letter
- Must prompt prior to final disposition to confirm disposition code and disposition letter. Must provide mailing address and mailed date of disposition letter.

- Must allow uploading of documents and notes to be added by hearing officers, cashiers or Administration and track by user I.D.
- 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.
- 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 the supporting evidence such as photographs, documents, and other materials.
- These online submissions are integrated into processing services workflow, then batched by violation code and queued for adjudicator review.
- Ability for citizens to view images captured at the time of citation issuance and afford the customer the ability to pay the ticket rather than contest.
- The system will prompt the appropriate users with work lists. The website will have the ability to generate automated email confirmation that request was received. Additionally, the system will produce automated emails informing citizen of disposition.
- 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.
- Images will be retrieved and displayed when violation number and/or license plate are entered (personal information is not disclosed for privacy reasons).
- The system must accept mailed-in appeals. Appeal letters must be attached to the record in system and added to workflow hearing queue.
- All online and mail appeal requests must immediately update to suspend activity, including boot eligibility upon receipt of appeal and reinstated 20 days from disposition date.
- See appendix for disposition and associated letters.

## 2) **Personal Computers**

- Three (3) PCs with handheld (ticket), permit and Microsoft Office software installed (included in the 21 PCs)

## 3) **Letter Printer**

- All connections/wires to PC
- Cartridges for printers as required by the City

## 4) **Access to RMV**

- Direct access to RMV from PC for all Clerks and Administration with the ability to access that is user/id secure not terminal-dependent

- Garaging Code
- DOB
- Registered Owner Information
- Registration Status
- Vehicle Make, Model, Color
- Plate Issue and Expiration Date, Type and Plate Color
- Inspection Status
- License Status
- HP Status and Placard Number
- View Holds

## 2.2 Permit Workflow

### A. Clerks/Office Staff

#### 1) PCs/Point of Sale Program for All Permits

- The Vendor must create a windows based system.
- The Vendor must demonstrate the capability to issue 180,000 permits annually.
- The Vendor must demonstrate the capability to issue, maintain and track 25+ permit types (see *Appendix 12*)
- System must be integrated with parking ticket database to show outstanding tickets on a plate(s) owned by the same individual.
- Permits must be maintained for an individual as well as for a household/business location address.
- All maintenance and updates, including payments, must be done on-line.
- Inquiry must be available by state/plate number, permit numbers (all types), name, or street address. Data fields required on screens must include: name/address if different from resident address, vehicle make and year, permit number, issue and expiration date. (See *Appendix 8*)
- 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. City will provide matrix.
- The Vendor must have the capacity to pro-rate permits based on expiration date and City's specifications.
- The Vendor must have the capacity to restrict the number of permits to households or restrict entire addresses from receiving permits.
- Renewal notice for resident/visitor permits and business permits, in post card format, must be mailed prior to permit expiration according to the City instructions.
- Renewal notice online, for resident/visitor permits and business permits, must be emailed prior to permit expiration according to the City instructions.
- The Vendor must provide for daily online verification of municipality where vehicle is principally garaged from Registry of Motor Vehicles records.
- Ability to provide on-line permit renewal applications with electronic payment mechanism for resident and visitor permits.
- Ability to provide on line various specialty permits with electronic payment mechanism.

- Ability to issue 'Free' permits at no cost to the City and track by permit type.
- The Vendor must provide ability to conduct partial "fuzzy word" searches on permit account records.
- The Vendor must update database, on a regular basis (at least monthly), to clean duplicate account records.
- The Vendor must have the ability to work within the City's business rules to create an online workflow for constituents and clerks.
- The Vendor must have the ability to track and report on a monthly basis permit reports by permit type including name, address, plate, zone, expiration and cost.
- The Vendor must provide mechanism to collect monies for non-permit items such as bounced checks, labor, photocopies, etc.
- All fees must be accounted for separately and included in a daily report.
- The Vendor must provide a workflow system based on zones for resident and visitor permits and by permit category for all special permits.
- Workflow must have the capacity to be worked on by multiple users
- Each cashiering work station shall have a barcode scanner to scan both tickets and permits for payment/purchase

## 2) **Receipt Printer for Clerks**

- Receipt must be two-part: customer copy/City copy.
- Printer must endorse checks with the City account and 'For Deposit Only' stamp.
- All connections/wires to PC
- Cartridges for printers as required by the City
- Rolls of paper as required by the City

## 3) **Letter Printer for Clerks**

- Printer must be capable of printing addresses on envelope for all online (WP) permits.
- Printer must be capable of printing from P/C.
- All connections/wires to PC
- Cartridges for printers as required by the City

## 4) **Access to RMV**

- All clerks must have access to RMV by individual ID and capacity to move locations within the office.
- All RMV requirements in the before mentioned apply.

## 5) **Computer Programs**

- Microsoft Office Suite programs
- Permit Processing for over the counter
- Permit Processing for workflow i.e. online customers
- Program must integrate seamlessly with all the ticket information
- Program must link names, plates with ticket information.
- The Vendor must have the capacity to incorporate the City business rules for each permit.

- Daily reconciliation for over the counter transactions
- The program has a cashiering component to pay for permits and tickets on the same transaction.

#### **B. Constituent Services**

- Ability to view accounts and add notes.
- Ability to view queues in work flow.

#### **C. Hearing Officers**

- Ability to view accounts and add notes

#### **D. Parking Control Officers**

- Ability to view accounts and add notes
- Ability to view queues in work flow

### **2.3 Payment Systems**

#### **A. Over the Counter (OTC) Payments**

- The Vendor shall provide a fully integrated 'Point of Sale' (POS) Payment Processing System which will allow cashiers at 133 Holland Street to accept payments and to process payment adjustments in an online (OTC), real-time, environment.
- The Payment System must accommodate payment in cash, check, money order and credit/debit cards.
- The City uses standalone credit card terminals for credit card transactions which are transmitted to the City's credit card processor via dedicated Ethernet lines.
- Payments shall allow both tickets and permits to be purchased in the same transaction.
- The cashiering system must accommodate the following features:
  - Single/multiple whole ticket and partial ticket payments
  - Single/multiple whole registration holds payments
  - Whole/partial fee payments, i.e. boot fees, bounce check fees
  - Payments for ALL permit types
  - Split payments, with multiple methods of payments allowed in one transaction
  - The online (OTC), real-time, adjustments to payment information to correct cashier errors.
  - The online(OTC), real-time posting of all cashier transactions to the Master Violations File and subsystems with all journaling and summary totals centralized in the event of a PC failure, without suffering an interruption in daily processing or totaling.
  - Ticket level and plate level automatic online (OTC), real-time calculation of the remaining amount due or the amount of overpayment, in the event of partial or overpayment.
  - Automatic endorsement of checks and money orders and the imprinting of registration state and registration number, ticket number/permit number, fee and fee type, date and



amount paid on the check or money order with the ability to re-print the endorsement data.

- The generation of a payment receipt showing payment date, payment time, method of payment, registration state, registration number ticket/permit number amount due on each ticket/permit, boot fee paid, bounce check fee, and any other fee in the system, total amount due of all tickets/permits/fees, total amount paid, method of payment and change returned to customer with the ability to re-print the receipt.
- The creation of a back-up transaction record for each ticket/permit or other transaction, printable on command, containing all the data captured on each online (OTC) transaction.
- Acceptance of offline payments at all cashiering locations and update of this data to the Master Violations File in a batch mode with 24 hours along with the production of a journal record containing all the data captured on each offline transaction.
- The online (OTC) payment system shall generate a daily payment activity report to facilitate and properly control cashier closing procedures at the end of each cashier shift. This detailed report shall include for each cashier/ cashier I.D.:
  - Registration State/number
  - Notation to indicate that the transaction was processed via the online (OTC) system
  - Violation number
  - Permit number
  - Transaction type by permit code
  - Payment method
  - Dollar amount paid even if the amount is zero
  - Time of payment
  - Status of ticket/permit
  - Total sum of tickets
  - Total sum of permits by permit type
  - Grand total
- A Summary Report must also provide data for each cashier/cashier I.D. and summary data for all transactions for each day. The report must reflect a matrix in which all payment method consisting of these below.
  - Cash
  - Check
  - Money order
  - Credit card
  - Debit card
- All cross referenced and summarized for all transaction types consisting of these:
  - Tickets
  - RMV/Administration fees
  - Boot fees
  - Bounce check fees -NSF
  - Permits by type totals

- Labor fees
- Security for each clerk:
  - Identification numbers for each employee
  - Cashier security by ID and terminal
  - Cashier supervisor security
  - Password security for each ID, with expiration of password requiring new password
  - The Vendor staff assistance for forgotten passwords
  - Update capability for suspensions, disposition, hearings only allowed to authorized ID's, other ID's for inquiry only
- Audit control facilities must be included, such as, balancing of computer-produced cashiering report to the transaction logs maintained by the centralized cashiering function, password sign-on by operator, end of day totals by cashier, segregation of cash, check, money order, credit card and debit card receipts and totals.
- The Vendor shall provide a supervisory function so that the City staff with supervisory-level access can manage the centralized cashiering function for all cashiers from the supervisor's own desktop PC and view each cashier's individual transactions for the day and close the active cashiering session at the end of the day.

#### **B. Skeletal Payments and Dispositions**

- All payment amounts and other dispositions which cannot be applied to a violation number contained in the Master Violations File because the database is temporarily void of the violation record shall be retained in the files as a Skeletal Payment or Disposition Transaction. Skeletal transaction capability is required to accommodate the processing of violation transactions when the violation(s) in question has not been updated to the system. The Vendor shall provide the capability to create an online, real-time skeletal record containing a minimum of violation number and payment/disposition date. The skeletal transaction shall be matched against and applied to new violation records created on the Master Violations File.

#### **C. Online via the Web (WP) payments**

- The Vendor shall provide a web-based Parking Ticket Payment System and Permit Payment System.
- 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.
- The Vendor must design, implement, and host application software for the processing of parking violation and permit payments by credit card and by check.
- The Vendor must provide daily updates of the existing ticket and permit database in FTP format and in a record layout prescribed by the vendor presently managing the ticket/permit database. Vendor will supply one file for tickets and one file for permits. Provide transactional services to secure payment from violators/permit holders over the Internet via a credit card or checking account number. Provide the transaction of funds between the

credit card provider and the City in a secure environment. Provide the electronic transfer of funds to City accounts and the daily reconciliation of the funds transfers.

- 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.
- The Vendor will propose a price which is a service fee on a per credit card/debit card 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 other additional costs. There will be no fee for pay by check imposed by the City or the Vendor to the violator.
- The Vendor shall provide an outreach program to advertise and accentuate the City's efforts in providing the new service as well as general 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.
- 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/permit approved applicants will access the City's existing web page. They will be provided with 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 and permit 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 or plate number, or the permit applicant for an account number and last name, via a web page. The violator/applicant will follow the prompts.
- When the violator enters a ticket number or notice number or plate number (for ticket payment) or when the applicant enters account number and last name (for permit payment), this 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/applicant 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 the options to pay a singular ticket, all tickets on the account, or selected tickets.
- The permit applicant will be presented the options to pay for one or all or selected permits.
- Once the violator/applicant has chosen the payment method, amount to be paid, and tickets/permits to be paid, the violator/applicant will then be presented with a web page summarizing their selection of options.
- Once the violator/applicant has reviewed their selection of options, the violator/applicant will accept the selections and the information will be sent to the Vendor's web server for the 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/applicant 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/applicant's credit card account or checking account, the information will be posted to the Vendor database(s) at the Department of Traffic & Parking to update the database(s).
- If the transaction is rejected by the Vendor or the Vendor's subcontractor, the violator/applicant 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/applicant will be displayed a web page that the transaction was not accepted again. The violator/applicant 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.
- If for any reason the website is temporarily down due to updates or any other reason a notice must be posted on the website.
- 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 the Vendor and the City networks, the Internet, the existing parking ticket database and permit 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 permit parking database and updating that database(s) 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.

#### **D. Pay by Phone System (IVR)**

- The City requires the Vendor to provide a pay-by-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.

#### **E. Fleet Management System**

- 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.
- Lease/rental notice must be generated to renters’ name/address.
- 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.

#### **F. Lock Box Payment Processing**

- The Vendor must have the capacity to process a minimum of 600 payments transactions daily.
- Funds must be deposited within forty-eight (48) hours of receipt to a bank designated by the City of Somerville.
- Payment must be updated to the database within (48) hours of receipt.
- Payment image-both sides of endorsed check must be attached to the violation(s).
- The Vendor must use optical scanning for the processing of both ticket and notice payments.
- Violator's check must be endorsed to show:
  - City of Somerville's endorsement
  - City of Somerville's Bank Account

- Ticket(s) paid
  - Amount paid per ticket
  - Total amount of check
  - Date
- Source document accompanying check must be printed with an audit trail consisting of:
  - Ticket(s) paid
  - Amount paid per ticket
  - Total amount of check
  - Date
- 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.
- Correspondence items:
  - The Vendor must respond to any correspondence from violators received with the lockbox mail. Form letters sent to violators must be approved by the City of Somerville.
  - The 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.
- Once each day, the Vendor shall deliver to the City a report of all the payment activities, and copies of deposit slips as generated.
- All payments and accompanying documents to be put on microfilm or other external deliverable method (eg. USB flashdrive, CD).
- The Vendor must be capable of electronically transferring all raw data to the City via TFP.
- 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.
- The Vendor must update violation(s) of any returned checks to the unpaid status and apply the bounce check fee to the account.
- 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.

#### **G. Correspondence from Violators**

- 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.
- Correspondence includes the return of checks completed improperly.
- The Vendor must, if requested, forward copies of said correspondence to the City.
- All other correspondence must be forwarded to the City within two (2) working days.
- All correspondence for ticket appeals must be uploaded daily and put in a workflow queue for Hearing Officer Adjudication process.

## **2.4 Website**

- The 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 the City to provide its own updates 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 the City Officials to update website in a point and click, web-based interface

(as opposed to relying on the Vendor or having in-house understanding of web code)

## **2.5 System Outages**

- System outages are unacceptable. The City understands outages may be unavoidable.
- In the case of a reported outage, the Vendor must notify the City immediately of any known issues.
- Should the outage be discovered by the City, the 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 the Vendor will credit the City \$200/hour, at 15 minute increments (the City takes in, on average, \$238 per hour in over the counter revenue).
- The City must have a minimum aggregate 95% uptime for system availability on each terminal between the hours of 7:00am-8:30pm Monday-Saturday. In addition, the Vendor must provide 24/7 portal access via web browser to view information in its Ticket/Permit Processing System and run reports (including RMV access) by authorized City Officials. The response time for all online systems processing shall be an average of less than one (1) second. The Vendor shall notify the City of any scheduled downtime to take place at least (1) one week before such downtime occurs and such downtime shall be scheduled during off-peak hours and posted on the website and IVR systems.
- Pay-by-web, pay-by-phone and mobile payment applications shall be available and operational 24 hours per day, 7-days per week. Email addresses or phone numbers of users accessing the system via pay-by-web, pay-by-phone, or mobile payment applications shall not be released to any third parties by the Vendor.
- The Vendor shall maintain a daily log of system downtime and shall furnish the City with a monthly downtime summary of both its own services and any integrated 3<sup>rd</sup> party services used to execute its operation of the City Ticket/ Permit Processing System.
- The Vendor shall respond within thirty (30) minutes of reported equipment or software failure by providing technical support, preferably on site at the City's premises, as may be required. In instances of repeated system failures the City may require the Vendor provide on-site technical support on a full time basis until the problem is permanently corrected at no additional cost to the City.

- The Vendor must maintain a daily log of unexpected communication interruptions and will furnish the City with copies of said daily logs on a weekly basis accompanied by a weekly summary of such unexpected communications interruptions, including but not limited to the cause of the interruption, duration, and remedial measures taken, the format of which must receive approval from the City.

## **2.6 Data Base Protection**

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

## **2.7 Boot and Tow**

- The Vendor must demonstrate the capability to provide the City with a boot and tow system if requested.
- The vendor must provide an electronic file.
- 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.

## **2.8 License Plate Reader Technology Integration**

- The 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, will be placed on the City vehicles to enhance the City's enforcement operation.
- The MLPR solution and the 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) Ability to 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 the City's Towing vendor for boot/tow



## **2.9 Management Information Systems 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 should include but not be limited to:
  - Citation Issuance
  - Revenue Collected
  - Registered Owner Acquisition
  - Voids and Dismissals
  - Notices Sent
  - Holds and Releases Placed
  - Refund Activity
  - Open Citations
  - 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 the department's many functions.
- Should the Vendor lack the ability to provide a dashboard function, the Vendor must provide the City access to all relevant data and back-end database system.

## **2.10 Reports**

- The Vendor must provide a wide-ranging set of integrated reports covering:
  - Issuance
  - Noticing
  - Financial Transactions
  - Operational
  - Enforcement Management
  - Accounting
  - Residential and Other Parking Permits
  - Management Control for the Administration of the Ticket/Permit Processing Systems

- Other reports the City deems necessary for the successful operation of its Ticket/Permit Processing System
- These reports are critical to the successful operation and management of the City's Permitting and Parking Enforcement Programs. Therefore, the reports required under this scope of services must be available to the City staff in final form and operation on the date the Vendor assumes responsibility for the City's Ticket/Permit Processing System. The City will compare the data in all reports to the data in the same report from its current Vendor. The conversion to a new Vendor will not be deemed complete until the City determines that any variances are explained to its satisfaction. All reports must include data regarding all tickets and permits contained in the City's database regardless of the date of issue. All ad hoc reports must, at a minimum, include all query options currently available to the City staff. All Parking Control Officer Activity Reports must pull and display the same information as the reports currently used by the City staff.
- All reports must be available for online viewing. All reporting systems must work on any computer with internet access without any additional software installation required on the computer aside from a web browser. All reporting systems must be independent of the Vendor's ticket/permit parking database so the users who do not have access to the database can access all reports.
- Several types of reporting systems are required. The Vendor shall provide the following types of reporting systems:
  - Pre-programmed reports that provide specific information identified by the City shall be generated on a recurring schedule.
  - An Ad Hoc reporting system allowing the City to run reports after selecting criteria to create specific, customized queries.
  - Business Objects or an equivalent business intelligence reporting system that provides the ability to select previously created and saved reports, change parameters and then re-run the report. The system must allow the City to create its own reports using common business terminology without the need for specialized computer programming knowledge. The system must permit drilling down, slicing and dicing (dragging icons and objects to arrange data for charts and reports) ranking and filtering (reports that illustrate the selected data and hide other data with re-running reports), and creating charts and graphs etc. Users must be able to save reports to their own files or shared files and to send reports via email to others when they are run or on a scheduled basis.
  - Reports shall be titled in a user-friendly manner.
  - Bidders must provide a list of pre-programmed and ad hoc reports currently available in their systems.

**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)
  - Missing Ticket Report.
  - Missing Permit Report
  - Current Resident Parking Account Register.
- **Reports to Monitor Internal Operations**, such as
  - Listings of notices produced
  - Listings of tickets to be marked/cleared
  - Transmission and update error and edit reports
  - Name/address request return statistics

- Mark/clear request/return statistics

## **2.11 Personnel**

- The Vendor must identify a Project Manager(s) for the City of Somerville's contact for all phases of the scope of services. The Vendor must provide the City with resume for manager(s). The manager will be responsible for daily operations contact as needed with the Director, 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
- The Project Manager must understand all components of the contract and how to use each function of the system(s).

## **2.12 Miscellaneous System Features**

- 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.
- 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.
- The system must provide "Fast paths" between screens.
- The system must provide archiving procedure for paid-in-full tickets over one (1) year old.
- The system must process an underpayment, showing amount still due; or an overpayment, showing the amount overpaid.
- The system must correct ticket fields such as plate or violation code and allow for online correction by City personnel.
- The system must input a name and address through a keyed transaction in lieu of a registry provided transaction.

## **2.13 Miscellaneous Clerical Functions Required of Vendor**

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

## **2.14 Staff Training**

- 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.
- User manuals, which are satisfactory to the City, describing on-line system must be provided.

- Written system specifications must be available for review.
- Vendor must provide bi-annual enforcement training to include, but not limited to, productivity, supervisory and conflict resolution.

### **2.15 Management Consulting**

- The Vendor must provide legislative review and update on proposed state legislation affecting parking regulations.
- The Vendor must provide general operations updates (noticing changes, etc.)
- The Vendor must provide tips and best practices gleaned from other clients as well as from parking industry at large.
- The Vendor must be up to date on all RMV updates and upgrades to the System.

### **2.16 Courier Service**

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

### **2.17 Billing**

- The Vendor must provide a bill for services rendered each month within (5) five working days of the calendar month end.
- All invoices must include detailed back-up for services rendered including: Tickets Numbers, Permit Numbers, Number of Transactions, Notices Sent, Type of Notices Sent, etc.

### **2.18 Transition/Conversion**

- The successful bidder must commence all operations within 30 calendar days of contract award. The Vendor must provide parallel operations with the current vendor as long as necessary to provide an efficient transition.
- In the event the Selected Vendor is not the Existing Vendor, the Selected Vendor's violation processing database shall be initially loaded with the Master Violations File residing within the Existing Vendor's system. The Selected Vendor shall be required to interface the Existing Vendor to conduct conversion activities until the conversion is deemed complete by the City. All data elements including scanned workflow management documents and images must be converted and remain fully integrated into the new system, such that all data and functionality available under the old system are under the new system.
- Conversion will be determined to be completed when the system performs according to the standards of the City. It will be the Selected Vendor's responsibility to accomplish all programming and testing to ensure that the conversion has been successfully completed. It will be the City's Existing Vendor's responsibility to supply the data, as is; from the existing parking violation and permit databases and to define the storage formats and describes the data elements stored in the databases.
- As part of their proposals, the Vendor shall propose a comprehensive plan to convert from the Existing Vendor's system to the Selected Vendor's system. This plan shall include, but not

limited to, all the responsibilities of the Selected Vendor, the City and the Existing Vendor in the conversion effort; how the conversion will be accomplished and the associated testing and data integrity procedures; the conversion timetable and work schedule; and how the accuracy of the conversion effort will be measured. Regardless of the procedures followed, the Selected Vendor is responsible for ensuring that the functionality of the new system is equal to or better than the old system, and for providing continuity of operations for the Ticket/Permit Processing System during the conversion process.

- It should be noted the City requires a comprehensive and detailed discussion of (a) the capture of data to be converted and (b) the subsequent use of captured and converted data. Towards this end, proposers shall be advised that the data and information requirements of the City set forth in this RFP are substantially representative of the current data and information fields that would need to be captured, converted and utilized.
- Upon completion of the contract term, the Vendor shall support the transfer of data to a new vendor if the contract is terminated or has expired and a new vendor is selected. Additionally, the Vendor shall be required to provide any data or information required by the City to prepare an Invitation for Bids or Request for Proposals document and execute a succeeding contract, including but not limited to current and projected baselines, computer utilization, forms utilization, definition of storage formats and description of data elements stored in the databases.

#### **2.19 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.

#### **2.20 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.

#### **2.21 Living Wage Ordinance**

- The 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.

#### **2.22 Production Schedules**

- Prior to the effective date of this contract, the Vendor shall provide to the City a detailed production schedule that includes but is not limited to:

- File Processing
- Report Generation, such as scheduled management information reports, online claims processing related reports and all scheduled reports relative to any system for which the Vendor is responsible
- Transaction Cut-off Periods
- Notice Mailing
- Name and Address Requests and re-requests from RMV
- Registration and mark requests and re-requests
- Registration and license mark requests and re-requests
- Registration and license clear requests and re-requests
- Boot and Tow System seizure eligible list (boot book in hard copy and online)
- Successful processing of credit card and cash transactions
- Successful processing of online renewal requests from application request to fulfillment process in line with the City's business rules
- Successful implantation associated with the required customization of enforcement application in line with the City's business rules
- Other information the Vendor chooses to provide
- The Vendor shall notify the City of any changes in the production schedule when they occur.
- The Vendor shall provide the City updates within 24 hours of schedule changes.

## **2.23 Network Capability, Equipment, Service and Supply Requirements**

- The Vendor shall provide the services for the full and complete operation of the Ticket/Permit Processing System over a safe and secure network connection, per the City IT Department's network security requirements, at the start of the contract. The Vendor shall provide the Ticket/Permit Processing System service at 133 Holland St and shall provide electronic ticket writing machines at 133 Holland Street.
- The Vendor shall have full responsibility for the operation of all computers and connected peripherals including the hardware and software maintenance, communication and network equipment, anti-virus software, security updates. At its own option (but in consultation with the Vendor) the City may decide to switch to PC's and Monitors provided by the City's IT Department, if this better meets business requirements. Should this option occur, the Vendor shall support the City in this transition, and shall continue to provide the require integrated cashiering elements, printers, bar code readers and cash drawers)
- All systems required by this scope of service should be available via web portal, including access to the Massachusetts RMV database. Massachusetts RMV database information must be available on the same computer as those used to display the Vendor's database information. Access to the Massachusetts RMV shall be continuously available to City staff whenever staff is logged into the RMV database and this access shall not timeout during the business day.
- The Vendor must provide whatever training, support, night and weekend services the City requires ensuring that this requirement is met. Bidders must include in their bid prices all the costs to meet this goal including the cost of installing and testing all equipment and all personnel services required to support the installation.

- The Vendor is responsible for providing on-site support (via 3<sup>rd</sup> party subcontracting if necessary) to resolve or replace both hardware and software problems with Ticket/Permit Processing equipment and the handheld ticket writing device and their components.

- **File Archive**

At the City's request the Vendor shall archive all permit accounts with a minimum of expired two (2) years. With no further action, the Vendor shall archive such permits from the Ticket/Permit Processing System for the purpose of eliminating extra accounts in the Ticket/Permit Processing System.

The Vendor must retain all the information in the Master Permit Database on storage media/or cloud based storage platform approved by the City, for auditing and reporting purposes. The Vendor shall provide the capability for designated City staff to view, via an application system, all permit data elements archived including future archives. Archive date shall be available via address, permit number, and permit holder name or plate. The Vendor must be able to restore such archived permit information for all archived permits in the Ticket/Permit Processing System at the City's direction.

- **Provision of Complete Services to all Tickets in the database**

The Vendor shall be responsible for providing complete services as required in this scope of services to violation tickets issued prior to the effective date of the contract i.e., pre-contract tickets. All services, functions and system elements provided to those tickets submitted for processing on or after the date of contract must be provided to pre-contract tickets.

The provision for complete services for pre-contact tickets is an inalienable responsibility of the Vendor. The City will not reimburse the Vendor for services delivered on these older tickets other than the applicable payments for notices sent and tickets paid.

- **Complete and Comprehensive Back-up**

The Vendor must provide complete back-up systems and capacity for all online systems including hardware, software and any other equipment needed to supply the City with a fully operational Ticket/Permit Processing System.

The Vendor must retain sufficient back-up files so that the reconstruction of all processing activities can be accomplished for auditing purposes and emergency situations.

The Vendor must provide for duplication of all programs and files and that those duplicated programs and files be offsite from their main data processing facility to ensure copies are available in the event the originals are destroyed.

The Vendor must provide for alternate processing arrangements or locations to ensure that processing could continue in the event of damage or destruction to the Vendor's main data processing facility(ies). Detailed plans shall exist to provide for orderly move to the alternative site. Test processing shall be completed periodically at the recovery site to ensure continued equipment compatibility, to train employees and to identify weaknesses in the contingency plan. Testing shall be comprehensive and shall approximate actual processing requirements.

- **Test System**

All system modifications, enhancements or other changes in the Ticket/Permit Processing System or handheld electronic ticket devices must be properly tested by the Vendor in the associated test environment and shall be approved by the City before said changes are implemented in the production environment. The City also shall have access to the test environments for viewing or testing new functionality before the Vendor pushes those changes to the production environment.

The Vendor shall provide comprehensive test files and test environment to test both batch and online systems and shall provide the City with actual test results before implementing any significant system changes. The test files and test environment shall mimic the production environment except for those changes that the Vendor is developing, so proper testing of the system at large can be conducted.

The Vendor shall develop a System Test Plan and submit the plan to the City for approval. Testing activities must address all aspects of the Vendor's responsibilities and function of the system including terminal, communications, and software, operating procedures, user procedures and other documentation. The plan shall include procedures to verify and certify the function and quality of the Ticket/Permit Processing System and to ensure that the system performs according to the specifications.

Specific Vendor Responsibilities include but are not limited to the following:

- Develop a test matrix to include transactions, conditions, and desired results including but not limited to the following:
- Develop test data files
- Perform and document unit tests and submit to the City for approval
- Debug each process
- Conduct system test involving all functions and interfaces
- Document the final system test and submit to the City for approval

System Testing Phase Milestones including but not limited to:

- City approval of test plan
- Accurate processing of complete test data package
- City approval of the system test, leading to the proposed modifications entering system production

- **Recovery from Catastrophic Failure/Continuity of Operations Plan**

Recovery from catastrophic failure is defined as those corrective efforts undertaken at and of the Vendor's associated processing sites as a direct result of a natural disaster i.e. fire or flood or other catastrophe which has caused either disruption of services to the City for extended periods of time or loss of data.

The Vendor will reimburse the City an amount equal to the cost incurred by the City to re-enter any data should the Vendor fail to restore said data and any other costs incurred by the City because of the interruption of services and/or the Vendor's failure to restore lost data.



The Vendor must take every precaution to ensure that all system, files, data, equipment, communications, and facilities are reliable. If a natural disaster does disrupt the system, the Vendor must have a detailed City approved, recovery plan in place, tested and ready to be implemented for all key facilities for that servers are restored quickly and in accordance with City performance standards.

- **Specifications / Requirements**

Please provide the following:

- 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.

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 Proposing Vendors wish to provide:**

The Proposing Vendor may provide additional information regarding the 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 Proposing Vendor**

In an effort to ensure the financial viability of the proposing Vendor in performing the contract, please submit a copy of a statement or opinion from an independent auditor indicating the financial responsibility of the proposing Vendor produced not earlier than January 1, 2017.

## **SCOPE OF WORK APPENDICES**

### **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 the hearing date.
  - The ticket is not dismissed
  - The ticket is not suspended (appeal/dispute in queue).
  - 15 days from the hearing decision notice mailing date
  - (If the ticket fine is \$100.00 no penalty is added).
- Second Penalty - \$15.00 is added to a ticket:
  - Full amount of ticket has not been paid within 16 days of hearing decision notice mailing date
  - 15 days after the hearing date providing the violator did not appear.
  - (If the ticket fine is \$100.00 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." (30 days after 2<sup>nd</sup> penalty is sent), plus an additional \$20.00 administration 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 the issue date, providing notices one and two are sent, 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.

Notice One: Overdue Notice/Hearing Date Notice

- 21 days from ticket issue date; providing the ticket is not paid in full and appeal/dispute is not received.

Notice Two: Notice of Impending License Suspension

- 16 days from the hearing decision mailing date providing the ticket is not paid in full
- 16 days from the hearing date providing the violator did not appear and no hearing decision letter sent; providing the ticket is not paid in full
- OVERDUE NOTICE for MASS plates only

Notice Three: Notice of License Suspension/Seizure Notice

- 30 days from the hearing decision mailing date providing no payment has been made and the RMV has returned a response to the mark transaction.

Notice Four: Seizure Notice:

- 30 days from the hearing decision mailing date providing no payment has been made and the vehicle has five (5) or more unpaid, overdue tickets.

Out of State Collection Warning Notice:

- 16 days from the hearing decision mailing date providing the ticket is not paid in full
- 16 days from the hearing date providing the violator did not appear and no hearing decision letter sent; providing the ticket is not paid in full

- Non-Massachusetts Plates

Fleet Notices:

- Monthly invoices to Fleet enrolled customers

Permit Renewal:

- Annual reminder for renewal of resident and guest permits sent out monthly in postcard format.

Correspondence 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) Others as required
13. Internal and External Notes

## **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.
*ISSUE DATE	Month, day and year Must be valid (i.e. not in the future).
*STATE	Must be a standard two digit post office abbreviation.
*PLATE	State configurations must be met
PLATE COLOR	Can be R, G, B, or blank.
*PLATE TYPE	Passenger, Commercial, Trailer, etc.
*MAKE	
COLOR	

#### 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 to the FROM time.
VEHICLE COLOR	
LOCATION	
METER NUMBER	
BADGE NUMBER	Up to 4 Digits
ROUTE	Up to 4 Digits
*VIOLATION CODE	Only valid listed numbers
*VIOLATION AMOUNT	Amount must match violation code. (Vendor may develop an amount table based on violation code instead of verifying entries.)
COMMENTS	Provide internal/external

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 with complete street names.

### **APPENDIX 8**

#### **DATA FIELDS ON PERMIT PARKING SCREENS**

The fields listed below but not limited to:

1. Computer assigned account number
2. Resident name and address
3. Vehicle registration number
4. Vehicle make
5. Resident zone
6. Amount paid upon permit issuance
7. Date and time permit applied for (if online request)
8. Date and time permit approved (if online request)
9. Clerk I.D. of approver (if online request)
10. Pending Permit number (if online request)
11. Date and time permit issued
12. Permit number Alpha-numeric .
13. Permit expiration date

## **APPENDIX 9**

### **REPORT DESCRIPTIONS**

Reports as specified but not limited to:

- **Online (OTC) Cashiering Report**  
Detail report of all possible cashiering transactions performed by each cashier on a given day. The report shall contain License Plate Data, Ticket/Permit Data, Transaction Type, Method of Payment, Amount Collected and Transaction Time. The detail of each Cashiers activity shall then roll into a summary report of each Cashier's activity and shall be presented at the conclusion of each detailed section. Summary data includes totals for Cash, Check, Money Orders, Credit Card, Debit Card, Clerical Error or Corrections cross referenced to Parking Tickets, Pre-Paid or Skeletal tickets, RMV/Admin Fees, Bounced Check Fees, Permit Fees, Labor Fees and Adjustments. The summary of each Cashiers reporting shall then be grand-totaled for the department for each category
- **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.\*
- **Daily reports on all payments over the Online (WP)**

The daily report shall list all Ticket and Permit payments on two separate reports received on the pay-by-web and permit renewal applications provided by the Vendor. The report shall list the Transaction Date, Transaction Time, Authorization Code, Amount Paid, RMV/Admin Fees Collected, Reference Number for tracing ability, State and License Plate Number, Ticket Number, Ticket Code, Permit Number, Permit Code, Last four-digits of credit card used to pay and two-character Card Abbreviation.

- **Daily reports for Mobile Pay Application**  
This report is identical to the Online (WP) report except it only includes ticket payments that originate via the Mobile Payment App provided by the Vendor.

- **Daily Pay-by-Phone (IVR)**  
This report is identical to the Online (WP) report except it only includes ticket payments that originate via Pay-by-Phone facility offered by the Vendor.
- **Fleet Invoice Report**  
This report shall be produced monthly for each Fleet Customer and shall be a comprehensive listing of all open tickets for each fleet customer. The report shall include: State and Plate Number, Plate Type, Vehicle Type, Ticket Number, Ticket Code, Issue Date and Time, Ticket Location, Officer Badge, Fine Amount, Penalties (if any) and Total Amount Due. The final page of each Fleet Customer's Report shall include a summary of the total number of outstanding tickets.
- **Daily reports of computer generated ticket processing and updates.**
- **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.
- **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.
- **Weekly "Hot Sheet"**  
Showing all the 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.
- **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.
- **Monthly Voided Ticket Report**  
Listing voided ticket numbers within books of tickets issued by each PCO to date.
- **Monthly Missing Permit and Ticket Report**  
Listing missing numbers within books of tickets and series of permits issued to date.
- **Monthly Permit Issued Report**  
Listing permits by permit type, plate, address, and zone.
- **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.
- **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.



- **Monthly RMV Mark Report**  
Showing by ticket number the total tickets marked for non-renewal at the Registry of Motor Vehicles.
- **Monthly RMV Clear Report**  
Showing by ticket number the total tickets cleared at the Registry of Motor Vehicles.
- **Monthly Adjudication Reports**  
Two reports one for In-Person Hearings and one for Online Disputes. This report shall contain State of Plate, Plate Number, Ticket Number, Ticket Code, Issue Date, Badge Number, Disposition Date, Disposition Time, Disposition Code, Correspondence Code, Fine Amount, Notes and Authorized Staff I.D.
- **Scheduled Hearing Register**  
This report shall be produced for the Hearing Officer and shall list the Hearings automatically scheduled for the upcoming week. The report shall be produced weekly in a calendar format with Date and Time for each ticket including: Ticket Number, Ticket Code, Plate Number, Plate State, Customer Name, Date of Issuance and Amount Due.
- **Violation Dismissal Report**  
This monthly report shall provide year-to-date monthly breakdown of the number of tickets dismissed by disposition code/reason with the complete fiscal year by month displayed across a single page. There shall be two versions one shall list Hearing Officer that adjudicated the ticket and one shall list by Officer Issuing the ticket
- **Boot and Tow Reports**  
This report shall be run at least weekly containing the top 2000 scofflaws who have the most number of past due tickets descending to the least number with a cut-off drawn when the cumulative number of customers reaches 2000. The report shall include: Plate State, Plate Number, Ticket Number, Ticket Code, Ticket Location and Amount Due per Plate.
- **RMV/Administration Fee Report**  
This report shall be run on a monthly basis with the amount of RMV/Administration Fees collected by the City.
- **Massachusetts Non-Renewal Subsystem- Marks and Clears Report**  
This shall be a monthly report that summarizes (fiscal year to date) the RMV Clearing Transaction Report and provides information by month on the total number of Marks, Chargeable Fees and Free Clears. This report shall identify the beginning balance and closing balance for the month and the fiscal year to date.
- **Annual Issuance by Violation Code Report**  
Listing of all tickets by violation code and location.
- **Letter 'O' Zero 0 report**  
This report shall be run weekly for all tickets written with the Letter 'O'. The report shall contain the Ticket Number, Plate State, Plate Number, Badge Number.

- Monthly reports to include Ticket issuance, Permit issuance, Ticket Revenue, Permit Revenue, Revenue by Source (OTC, WP, IVR) Hearing Request, Tickets Adjudicated 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:
  - Gross ticket revenues, by month and fiscal year to date for both current and prior a minimum of two (2) fiscal years; graphic representation of variance by month and F.Y.T.D. between current and prior years.
  - 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.
  - 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
  - Out of state plates with open tickets.
  - Tickets with disposition code – “dismissed” by state/plate.
  - Issuance by violation code (for month and fiscal year to date).
  - Statistics for open, un-noticed tickets for Mass plates and out of state plates.
  - Aged Receivable (Mass, out of state, combined).
  - Fully and partially paid tickets by last notice
    - (MA plates only).
  - Summary Status Report on all tickets issued (Mass. Out of state, combined).
  - Aged ticket payment report.
  - Aged tickets with associated last notice.
  - Out of state issuance by state.
  - Activity summary for fiscal year.
  - Payments by fiscal year of issuance.
  - Issuance and errors by badge.
  - Time issuance by agency/badge.
  - Monthly, week by week issuance breakdown.
  - Collections Report, showing ticket payments and Resident parking fees by month and fiscal year to date.
  - Overpayment report.
- Collection Reports
 

Vendor shall be responsible for providing a monthly report set forth by the City’s Guidelines to an Outside Collection Agency. Vendor shall be responsible for marking each ticket that is under the collection guidelines and posting payments from the Collection Agency.

Vendor shall list monthly the number of unpaid tickets and the corresponding amount due by In-State and Out of State and as a whole by fiscal year starting with 1990.
- Name and Address Acquisitions Report
 

Monthly report that provides a monthly and fiscal year to date report of the number of name and address inquiries made by the State with the complete fiscal year month displayed across a single page.
- Permit- Resident/Visitor/Business Parking Permit Renewal Reports.
- 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:

- Source code for all Vendors' Proprietary Software, if used for these specifications, in printed and in machine readable form.
- Operating Software, including all language compilers, utility programs and programming aids necessary to operate or modify the System software, in machine-readable form.
- 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:
  - That the Vendor has ceased to do business.
  - That the Vendor has declared bankruptcy, sought protection under the bankruptcy act, or had been forced into bankruptcy by its creditors;
  - 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.

## **APPENDIX 11**

### **GUEST USE**

Tracking guest permit use by vehicle plate is a necessary function of the handhelds. The handheld must store the marked plate for seven (7) calendar days beginning at 12:00 am Monday until 11:59 pm Saturday. The handheld must have the capacity to display marks to the Officer to view date and times and must alert the Officer of guest use based on the plate number. There are 2-day and 3-day permits provided to constituents. The handheld must query the permit used on the third day to determine if a ticket should be issued or not.

## **APPENDIX 12**

### **PERMIT TYPES**

The City of Somerville offers a wide range of permits to our Constituents. Many business rules apply. Permits issue online (WP) and over the counter (OTC) must provide the capacity to capture/scan information into the Constituent's account for back up.

#### ***Permit Requirements:***

**\*New Resident Proof:**

1. Copy of 'service to' letter from utility company or bank statement
2. Copy of vehicle registration
3. Lease only for temporary 'new resident permit'

**\*Resident Proof**

1. Copy of vehicle registration
2. Copy of utility, credit card or bank no older than 2 months
3. Copy of license for senior discount
4. Copy of HP placard for HP discount

**\*Extended Visitor Proof**

1. Copy of friend's current bill or guest permit
2. Copy of vehicle registration
3. Application filled out

**\*Vistor Permit 2 or 3- day resident only 2 per household**

1. Copy of current bill no older than 2 months
2. Proof of age for 65+/handicap proof

**Consideration**

1. Proof of residency for home
2. Application filled out
3. Visitor Permit number

**Moving No Parking Signs**

Application filled out

**Moving Container**

Application filled out

**\*Rental Cars** (*free to residents with active permit*)

1. Proof of residency
2. Copy of rental car receipt
3. Rental car license plate
4. Application filled out

**Wake**

1. Address of family's home

**Medical Care**

1. Letter from Doctor on letter head

2. Proof of residency
3. Application filled out

### **Military**

1. Military orders
2. Copy of vehicle registration

### **Health/Homecare Professional**

1. Letter on letter head from agency
2. Copy of vehicle registration
3. Application filled out

### **Commercial Day**

1. Copy of registration showing Somerville garaging
2. Application fill out

### **Commercial Night**

1. Proof of residency
2. copy of vehicle registration must be garaged in Somerville
3. Personal use insurance policy coverage selection page
4. Vehicle must be physically brought to T & P
5. No lettering on vehicle
6. Application filled out

### **Landlord Maintenance/Viewing Permit**

1. Copy of recent water/tax bill
2. Copy of vehicle registration
3. Application filled out

### **\*Contactor**

1. Copy of valid building permit
2. Copy of vehicle registration
3. Application filled out

### **Realtor**

1. Copy of MA real-estate license
2. Copy of vehicle registration
3. Application filled out

### **Business**

1. Proof of Somerville Employment ie pay stub/Letter from employer on letter head
2. Copy of vehicle registration
3. Application filled out

## Religious Organizations

1. Case by case basis

## Artist

1. Copy of vehicle registration
2. Active lease or letter from building manager at established art studios  
11 Miller St, 226 Pearl St, Brick bottom Artists building, Central Street Studio, Joy St. studio, Mix-it Studio, Mystic Studio  
Vernon St studio, Washington St studio, Mad Oyster studio, Mudflat studio or Somerville Arts Council
3. Application filled out

## Temporary No Parking signs

1. Case by case; location, type, duration ,building permit
2. Application filled out

\* Permits currently available online

## Comparative Evaluation Criteria

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

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

*The Proposer 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.

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

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



**Period of Performance**

The period of performance for this contract begins on or about 11/1/2018 and ends on or about 10/31/2021. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

**Place of Performance**

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

**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 notice for the removal of the employee. 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.

**Vendor Personnel**

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

**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 City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. 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 City 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 City or as otherwise agreed by City and the Vendor). The Vendor 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 City. 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 City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

**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 is responsible for remedying all defects and or omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.

## **SECTION 3.0**

Ticket and Permit Processing and Management Services

### **PROPOSERS' CHECKLIST**

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

#### **Non-Price Proposal**

##### **Required with Sealed Proposals**

- ☐ Cover Letter
- ☐ Acknowledgement of Addenda (if applicable and non-price related)
- ☐ Quality Requirements
- ☐ Somerville Living Wage Form
- ☐ Certificate of Non-Collusion and Tax Compliance
- ☐ Certificate of Signature Authority
- ☐ Reference Form (or equivalent may be attached)
- ☐ Vulnerable Road Users Ordinance
- ☐ W9

##### **Required with Contract, *Post Award***

- ☐ Certificate of Good Standing (will be required of awarded Vendor; please furnish with proposal if available)
- ☐ Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)
- ☐ Statement of Management (if applicable)

#### **Price Proposal**

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

## Quality Requirements Form

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed proposal.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1 through 54, or a failure to respond to any of the following minimum standards, will result in disqualification of your proposal.

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> <li>o Reports by GIS enabled Locations?</li> </ul> </li> </ul>		
23.	<p>Can you provide documented ability to provide a residential permit parking program that 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>o Name?</li> <li>o Registration Number?</li> <li>o Address?</li> <li>o Permit Number?</li> <li>o Account Number?</li> <li>o 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 withhold 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 are paid first		
44.	Management reports can 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 a 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 through 54 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.



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





**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 7/1/2018 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.80 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

---

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

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

CITY OF SOMERVILLE

Rev. 04/9/18

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 7/1/2018 is **\$12.80** 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.



**SOMERVILLE ORDINANCE TO SAFEGUARD VULNERABLE ROAD USERS**  
**CITY OF SOMERVILLE CODE OF ORDINANCES ARTICLE VIII, SEC. 12-117 et seq.**

Prospective contractors must familiarize themselves with the City of Somerville's Ordinance to Protect Vulnerable Road Users. The full text of this local law can be found [here](#).

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.
  - a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to [fleetinspections@somervillema.gov](mailto:fleetinspections@somervillema.gov).
  - b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.
2. **Fee:** The fee for the initial inspection is \$100. The fee for a renewal inspection (every two years) is \$50.
  - a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor's phone number.
3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.
  - a. Inspection stickers are not transferable.
  - b. Any major overhaul of safe guard equipment shall be required to be re-inspected.
4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.
  - a. If a second inspection results in a rejection, a fee of \$50 will be required for any subsequent inspections.
  - b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.
5. **Questions:** Please direct questions about vehicle inspections to Fleet Superintendent Ron Bonney at [rbonney@somervillema.gov](mailto:rbonney@somervillema.gov) or at (617) 625-6600, ext. 5524.

**Acknowledgement**

In accordance with Sec. 12-119 "Requirements" in the Ordinance, bidders must sign the following:

Unless certified that the Ordinance is not applicable to this contract or otherwise waived by the City, I acknowledge that my company has installed (or will install prior to commencing work for the contract) side guards, cross-over mirrors or equivalent blind spot countermeasures, convex mirrors or equivalent blind spot countermeasures, side-visible turn signals, and appropriate warning signage, in accordance with SCO Chapter 12, Article VII on all large vehicles it uses or will use within the City of Somerville in connection with any contract.

---

Authorized Signatory's Name

Date

---

Company Name

I certify that the Ordinance does not apply to this contract for the following:

- ☐ Vehicles do not meet or exceed Class 3 GVWR   ☐ Vehicles do not exceed 15 MPH   ☐ No vehicles on project  
☐ Other: \_\_\_\_\_
-

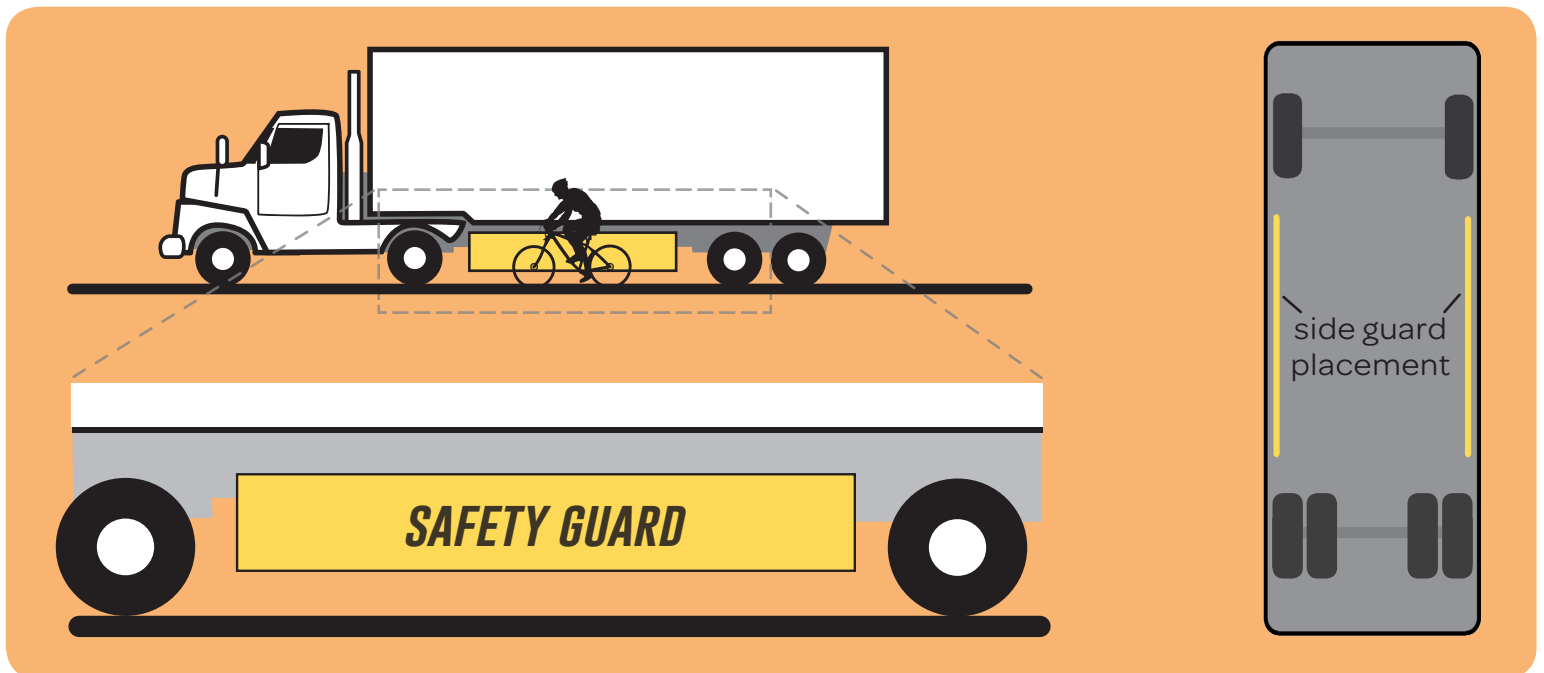


**CITY OF SOMERVILLE**

# **TRUCK SIDE GUARD ORDINANCE**

Collisions with large vehicles are disproportionately likely to result in cyclist and pedestrian fatalities. The City of Somerville's Ordinance to Safeguard Vulnerable Road Users aims to prevent cyclists and pedestrians from the risk of being struck by a large vehicle because of limited driver visibility and lack of side-visible turn signals, as well as falling under the sides of large vehicles and being caught under the wheels.

The ordinance applies to large motor vehicles that are Class 3 or above with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, except for an ambulance, fire apparatus, low-speed vehicle with a maximum speed under 15 mph, or an agricultural tractor.



## **Questions about inspections?**

Please contact the Fleet Superintendent, Ron Bonney, at:  
RBonney@SomervilleMA.gov or (617) 625-6600, ext. 5524.

# ORDINANCE REQUIREMENTS

## LATERAL PROTECTIVE DEVICES (SIDE GUARDS)

- Vehicles must have device installed between the front & rear wheels to help prevent injuries to vulnerable road users, particularly from falling underneath the vehicle.



## SIDE-VISIBLE TURN SIGNALS

- Vehicles must have at least one turn signal lamp on each side of the vehicle that is visible from any point to the left and right side along the full length of the vehicle.



## CONVEX MIRRORS

- Vehicles must have mirrors which enable the driver to see anything that is three feet above the road and one foot in front of or alongside of the vehicle.



## CROSS-OVER MIRRORS

- Vehicles must have mirrors that enable the driver to see anything at least three feet tall passing one foot in front of the vehicle and the area in front of the bumper where direct vision is not possible.

## SAFETY DECALS

- Vehicles must have a minimum of three reflective decals on the rear and sides.
- The decals must be “safety yellow” in color and include language or images that warn of blind spots.

# COMMON QUESTIONS

**WHAT TYPES OF VEHICLES DOES THIS ORDINANCE APPLY TO?** This ordinance applies to Class 3 or above vehicles with a gross vehicle weight rating exceeding 10,000 lbs., except for an ambulance, fire apparatus, low-speed vehicle with max speed under 15 mph, or agricultural tractors.

**CAN TOOL BOXES BE USED AS SIDE GUARDS?** Yes, as long as the tool box meets all of the required measurements in the ordinance.

**IF I RENT TRUCKS FOR A JOB, DO THOSE VEHICLES NEED TO BE INSPECTED AND PERMITTED?** Yes.

**DO SUBCONTRACTORS' TRUCKS WORKING ON A CITY CONTRACT NEED TO BE INSPECTED & PERMITTED?** Yes.

**WILL THE CITY DO AN OFF-SITE INSPECTION FOR LARGER FLEETS?** Yes, depending on the availability of inspectors and the distance to the site.

# REGISTER FOR AN INSPECTION

Email inspection forms to: [FleetInspections@SomervilleMA.gov](mailto:FleetInspections@SomervilleMA.gov)

Questions about inspections? Please contact the Fleet Superintendent, Ron Bonney, at: [RBonney@SomervilleMA.gov](mailto:RBonney@SomervilleMA.gov) or (617) 625-6600, ext. 5524

## **REFERENCE FORM**

Bidder: \_\_\_\_\_

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

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

Address:\_\_\_\_\_ Phone:\_\_\_\_\_

\_\_\_\_\_ Email:\_\_\_\_\_

Description and date(s) of supplies or services provided:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

Address:\_\_\_\_\_ Phone:\_\_\_\_\_

\_\_\_\_\_ Email:\_\_\_\_\_

Description and date(s) of supplies or services provided:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

Address:\_\_\_\_\_ Phone:\_\_\_\_\_

\_\_\_\_\_ Email:\_\_\_\_\_

Description and date(s) of supplies or services provided:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 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>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## 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, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent 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):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	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  
c/o 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





## SECRETARY OF THE COMMONWEALTH'S

### CERTIFICATE OF GOOD STANDING

#### **CERTIFICATE OF GOOD STANDING as provided by the Secretary of the Commonwealth**

The **Awarded Vendor** must comply with our request for a **CURRENT "Certificate of Good Standing" provided by the Secretary of the Commonwealth's Office**

NOTE: A Certificate of Good Standing provided by the Department of Revenue will NOT be accepted. The Certificate *must* be provided by the Secretary of the Commonwealth's Office.

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 The Commonwealth's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17 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.

**STATEMENT OF MANAGEMENT**  
**For Contracts over \$100,000**

In accordance with M.G.L. Chapter 30, Section 39R, the undersigned successful bidder states that its system of internal accounting controls and that of its subsidiaries reasonably assure (1) that transactions are executed in accordance with management's general and specific authorization; (2) that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets; (3) that access to assets is permitted only in accordance with management's general or specific authorization, and (4) that the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

On behalf of \_\_\_\_\_  
(Name of Successful Bidder)

\_\_\_\_\_  
(Address and telephone of Successful Bidder)

\_\_\_\_\_  
(Name and title of person signing statement)

By: \_\_\_\_\_  
(Signature)

**CERTIFIED PUBLIC ACCOUNTANT STATEMENT**

In accordance with M.G.L. 30, Section 39R I, \_\_\_\_\_  
a certified public accountant, state that I have examined the above Statement of Management on internal accounting controls, and that in my opinion (1) the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) that such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the above referenced successful bidder's financial statements.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Business name, address and telephone number)

**RFP # 19-13**  
**SECTION 4.0**  
**PRICING**

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

- The proposals will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **9/12/2018 by 11AM EST**
- If the **awarded** vendor is a Corporation a “Certificate of Good Standing” (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 3.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 3.0; only for services)
- **Awarded Vendor** must comply with insurance requirements as stated in Section 3.0.
- The Purchasing Director reserves the right to accept or reject any or all proposals and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed proposal package.

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

ITEM	Year 1 11/1/2018 - 10/31/2019	Year 2 11/1/2019 - 10/31/2020	Year 3 11/1/2020 - 10/31/2021
Tickets Issued			
Warnings Issued			
Guest Use Issued			
Demand Notices			
Non-Mass. Ticket Demand Notices			
Parking Permits Over the counter (OTC)			
Parking Permits Web –Credit card			
Parking Permits Web – Pay by Check			
Parking Permits Web –no charge permits			
Payment Processing			
Voided Ticket Processing			
Renewal post cards			
Renewal emails			
<b>Additional Pricing:</b>			
Website			
On-Line Permitting solution			
License Plate Reader Technology			
Interface with multi-space meter kiosk			
Interface with pay by phone meter technology			
Other: (Fill in Description)			

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

<b>Equipment Optional:</b>	<b>Estimated #</b>	<b>Price per Item</b>	<b>Total</b>
Computers	21		
Laptops	3		
Printers	10		
Receipt Printers	10		

<b>Handheld Scanner options each cashiering loaction</b>	<b>Estimated #</b>	<b>Price per Item</b>	<b>Total</b>
Single Unit	10		
Double Unit (scanner + printer)	10		
Android Enabled Unit	10		

<b>Name of Company/Individual:</b>	
<b>Address, City, State, Zip:</b>	
<b>Tel #</b>	<b>Email:</b>
<b>Signature of Authorized Individual</b>	
Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.	
<b>ACKNOWLEDGEMENT OF ADDENDA:</b> <b>Addendum #1 ____ #2 ____ #3 ____ #4 ____ #5 ____ #6 ____ #7 ____ #8 ____ #9 ____ #10 ____</b>	

**APPENDIX A**  
**City's General Terms and Conditions**

# CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

## 1. Definitions

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

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

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

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

## 2. Performance; Time

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

## 3. Acceptance of Goods or Services

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

## 4. Compensation

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

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

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

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

## 5. Release of City on Final Payment

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

## 6. Risk of Loss

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

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

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

## 7. Indemnification

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

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

## **8. Default; Termination; Remedies**

### **A. Events of Default**

The following shall constitute events of default under this Contract: (1) The Vendor has made any material misrepresentation to the City; or (2) a judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or (3) the Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or (4) the Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or (5) the Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or (6) the Vendor is involved in a winding up or dissolution of its corporate structure; or (7) any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control, (iii) failure to perform this Contract 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 specifying the termination date.

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

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

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

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

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

### **C. Termination For Convenience.**

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

### **D. Obligations Upon Termination.**

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

### **E. Rights and Remedies.**

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

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

## **9. Insurance**

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

## **10. Governing Law; Forum**

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

#### **11. Complete 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.

#### **12. Amendment**

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

#### **13. Conditions of Enforceability Against the City**

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

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

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

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

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

#### **14. Taxes**

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

#### **15. Independent Contractor**

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

#### **16. Assignment; Sub-Contract**

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

#### **17. Discrimination**

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

#### **18. Waiver**

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

#### **19. Severability**

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

#### **20. Notice**

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

#### **21. Captions**

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

#### **22. Non-Collusion**

This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The Vendor certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



### **23. Tax and Contributions Compliance**

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

### **24. Municipal Taxes, Charges and Liens**

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

### **25. Compliance with Applicable Laws**

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

### **26. Conflict of Interest**

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

### **27. Licenses and Permits**

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

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

### **29. Debarment or Suspension**

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

### **30. Warranties (Applicable to Goods Only)**

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