

**SOLICITATION FOR:**  
RFP # 25-61 Parking Management Information System



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE:** 4/9/2025  
**QUESTIONS DUE:** 4/23/2025 by 12PM EST  
**DUE DATE AND TIME:** 5/7/2025 by 2PM EST

Anticipated Contract Award	6/9/2025
Est. Contract Commencement Date	11/1/2025
Est. Contract Completion Date	10/31/2028

**DELIVER TO:**  
**City of Somerville**  
**Procurement & Contracting Services**  
**Attn:** Felisa Gárate  
Procurement Analyst  
fgarate@somervillema.gov  
**93 Highland Avenue**  
**Somerville, MA 02143**

**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Enclosed You Will Find a Request for Proposal For:**  
**RFP # 25-61 Parking Management Information System**

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

**1.1 General Instructions**

Copies of the solicitation may be obtained from the Procurement & Contracting Services Department on and after 4/9/2025 per the below-noted City Hall hours of operation.

<b>City Hall Hours of Operation:</b>	
Monday – Wednesday	8:30 a.m. to <b>4:30</b> 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.

<b>All Responses Must be Sealed and Delivered To:</b>
Procurement & Contracting Services Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i><b>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.</b></i>
<b>Proposal Format:</b>
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>we discourage the use of 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 3.0</b> must be completed. No substitute form will be accepted unless otherwise stated. Pricing must remain firm for the entire contract period.
All information in the Offeror's response should be clear and concise. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
The successful Offeror must be an Equal Opportunity Employer.
The City of Somerville values a diverse workforce and believes it contributes to a work product and

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

## 1.2 Proposal Schedule

Key dates for this Request for Proposals:	
RFP Issued	4/9/2025
Deadline for Submitting Questions to RFP	4/23/2025 by 12PM EST
Proposals Due	5/7/2025 by 2PM EST
Anticipated Contract Award	6/9/2025
Est. Contract Commencement Date	11/1/2025
Est. Contract Completion Date	10/31/2028

<b>Responses must be delivered by 5/7/2025 by 2PM EST to:</b>	City of Somerville Procurement & Contracting Services Attn: Felisa Gárate 93 Highland Avenue Somerville, MA 02143
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### 1.3 Submission Instructions

If you are submitting your proposal online via [Bidexpress.com](https://www.bidexpress.com), then you do not need to also submit a sealed proposal package as instructed below. Email is not an acceptable method of submission of bids.

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

<b>Contents of Sealed Proposal Package</b>	<b>Marked As</b>
<b>Envelope 1 Non-Price Technical Proposal:</b> Shall Include (1) original and one (1) electronic copy. [Electronic copies are to be submitted on USB drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	<b>To Be Marked:</b> Non-Price Proposal RFP # 25-61 Parking Management Information System
<b>Envelope 2 Price Proposal:</b> Shall Include one (1) original and one (1) electronic copy. [Electronic copies of Price and Non-Price Technical proposal can be submitted on the same USB drives but as separate files]	<b>To Be Marked:</b> Price Proposal RFP # 25-61 Parking Management Information System
<b>Please send the complete sealed package to the attention of :</b>	Felisa Gárate Procurement Analyst Procurement & Contracting Services Somerville City Hall 93 Highland Avenue Somerville, MA 02143
<b>Methods of Bid Submission</b> Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.  1) Sealed bids can be sent to City Hall through the US Postal Service or other delivery service (e.g. FedEx, UPS).  2) BidExpress.com is an online bidding platform where bidders can submit all required documents. The fee to use this service is approximately \$50.00 unless your company has a subscription with BidExpress. You can access the bid package and forms via the City of Somerville BidExpress page at: <a href="https://www.bidexpress.com/businesses/33100/home">https://www.bidexpress.com/businesses/33100/home</a> A user guide is attached for your reference.  3) For any technical assistance while submitting the online bid, please contact the BidExpress Customer support team at <a href="https://www.bidexpress.com">www.bidexpress.com</a> . Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.	

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, **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 4.0). Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs).

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

**Cover Letter**

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

**Qualifications & Experience**

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

**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 3.0)**

**Proposal Prices to Remain Firm**

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

**Price Submission**

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

## 1.4 Questions

**Questions are due: 4/23/2025 by 12PM EST**

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

Felisa Gárate  
Procurement Analyst  
Somerville City Hall  
Procurement & Contracting Services Department  
93 Highland Avenue  
Somerville, MA 02143

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

**Or faxed to:**

617-625-1344

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

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

## 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. Jr. Day	Washington's Birthday	Patriots' Day
Memorial Day	Juneteenth Independence Day	Independence Day	Labor Day
Indigenous Peoples' 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 Procurement & Contracting Services Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal due date will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

**Changes & Addenda**

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

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

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

**Right to Cancel/Reject Proposals**

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

## **Unbalanced Proposals**

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

## **Brand Name “or Equal”**

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

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

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

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

## **Other Applicable Laws**

In addition to applicable federal and state laws, the City has several ordinances that apply to the services requested in this contract. Such ordinances include but are not limited to: [living wage ordinance](#), [ordinance to protect vulnerable road users](#),<sup>[1]</sup> [https://library.municode.com/ma/somerville/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH2AD\\_ARTVIIIIFIDIV1GE\\_S2-355REEMOR](https://library.municode.com/ma/somerville/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTVIIIIFIDIV1GE_S2-355REEMOR) and [ordinance to protect against wage theft](#). Workplace safety is of paramount importance to all workers who perform services on City contracts and all bidders must certify that they will disclose any citations they may have received for OSHA violations.

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

## **Notice and Certification Pursuant to Somerville Wage Theft Ordinance**

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

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

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

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

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

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

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

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

## **1.6 Evaluation Methodology**

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

### **Comparative Evaluation Criteria**

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

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

### **Selection Process**

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

## **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.

#### **Overview**

The City of Somerville is seeking proposals for a Parking Management Information System (PMIS) that includes: Permit, Ticket, Mobile Payment Processing, Permit and Ticket Issuance and Comprehensive Microsoft Window's Based Reporting.

The City of Somerville Parking Department located at 133 Holland Street employs a comprehensive, forward-thinking approach to managing the City's limited parking resources. Somerville is the most densely populated city in the Northeast, with only 4.2 square miles and over 80,000 residents. Somerville is located close to Boston, Cambridge, Medford and Arlington, making it a destination to restaurants, retail, nightlife and businesses. The purpose of this document is to solicit proposals to provide the Parking Department with a comprehensive Parking Management Information System (PMIS) for a 3-year contract. The PMIS must integrate and support every facet of the parking violation from issuance to final disposition. This includes, but is not limited to, the City's parking permit programs, as well as mobile parking meter payment programs. The selected vendor must provide a parking management application solution for parking violation enforcement, processing parking ticket payments, issuance and management of parking permits, and ticket appeals/adjudication. The system must have the capability to look up license plate numbers via Massachusetts Registry of Motor Vehicles and other US and Canadian Motor Vehicle Agencies. The platform must be equipped with a dynamic, Microsoft Window based, reporting system to assist with the parking management operation. The successful vendor must provide customer support in the areas of ticket data entry, processing payments, unpaid parking ticket collection, web and IVR and lockbox services. The proposer must have a dedicated account representative team to support the contract for the full duration of the three-year contract.

#### **Background**

The City issues approximately 290,000 tickets and has 3 shifts of Parking Control Officers 6 days per week; 8AM-4PM, 4PM-midnight and midnight to 8AM. The Department processes approximately 10 million in annual revenue from ticket payments, permit issuance, and meter receipts. The current database has over 10 million archived records of paid tickets and over 10 million dollars in unpaid tickets. The potential vendor must have the capability to store and manage the data and provide the City with the information when requested.

The City requires that the functions associated with parking violation ticket record keeping, processing, adjudication, collection, mobile parking meter payments, and enforcement are integrated into a unified system which must follow State guidelines and procedures for the collection and maintenance of parking violation receivables provided for under Massachusetts General Laws. Unless specified otherwise, the City expects and

requires that the Vendor have all specified systems, applications, processes, equipment, staffing, support, and other requirements fully operational in an efficient manner on the date that the Vendor assumes responsibility for the City's PMIS.

### **Key Components of the System**

There are five key components to the parking management program which the PMIS must be able to accomplish. They are Parking Management, Enforcement, Permit Issuance, Web based reporting and other Client Services. The Parking Management component consists of the ability to manage ticket issuance with warnings, guest permit use, disputes/adjudication, fleet billing, RMV and MVA integration, and connections with Pay-by-Plate meter payments, pay by space meter payments and all other City business rules. The Enforcement component consists of handheld electronic ticket writing devices which allow Parking Control Officers to lookup payments of paid parking sessions including pay-by-plate meter payments, pay by space meter payments, enforce curb space regulations, validate parking permits, and issue parking tickets. The web based component incorporates a dashboard and detailed reporting capabilities to assist with business strategies. These reports consist of parking control officer's routes and performance, ticket issuance statistics, and revenue analysis. Other Client Services include websites for payments/permits, lock box for processing mailed payments, IVR for phone payment, RMV reporting, and ongoing support to the Parking Department staff.

The system must also include the following capabilities:

- Registrant data acquisition from the Massachusetts RMV as well as MVAs of other States and Provinces MVAs;
- Electronic interface with the Massachusetts RMV registry mark and hold program for registration and license non-renewal;
- Consolidated cashiering system with adequate audit trails, and controls on all financial transactions;
- Management and control functions including the reporting of enforcement unit management;
- Late fee assessment, specifically the automatic calculation and assessment of penalties to violations not paid within stated limits;
- Lockbox services, ideally with a local address;
- Document image processing and workflow management;
- Adjudication components to support in-house/online parking ticket disputes and resolution, as well as the automatic backing-out, holding in abeyance, and reactivation of penalties;
- Online service delivery for payments, adjudication, and permit issuance;
- The performance of predetermined time-based activities and updating of the violation status for the next appropriate/applicable event;
- Allow specific users to conduct real-time editing of transactions entered through the online environment;
- Maintaining a history of system generated events and processing transactions that can be viewed online;
- Support for the City's enforcement program including providing application development, maintaining handheld electronic ticket writing devices and supplies, replacing or repairing ticket writing machines in a timely fashion, and providing paper tickets (including design and printing services) and entering them in the ticket database;
- Collection of unpaid tickets;
- Support services to assist the City in the management and operation of its parking management program;
- Interfacing with 3rd party Vendor(s) that provide(s) the City with parking payments through mobile payment or pay stations, by verifying the plate and state of a parkers license plate or space assignment against the 3rd party's database.

## **Support**

- Dedicated Client Success Representative with experience working with High Profile Clients
- Continued promise for ongoing support, touch points and response times
- Support Team to ensure that any technical problems experienced are troubleshooted and resolved in a timely manner. Available 365 days.
- Experienced Project Managers and Implementation Specialist with weekly calls and touchpoints for Transition -including custom set-up and pre-launch testing of all rates, schedules, escalations, etc.

## **Integrations & Development**

- Open API-System for current and future integration needs
- Integration with MA RMV and ability to use NLETs for 50 State Look-Up
- Integrations with City's current pay by cell and meters/kiosks to monitor active parking sessions
- City will request modifications, enhancements, application revisions, reports, and system upgrades that need to be implemented into the PMIS or the handheld electronic ticket writing devices. The Vendor must provide the necessary resources to do so and implement the changes described above at no cost to the City beyond the prices quoted for this contract.
- The Vendor must provide a schedule for requested enhancements and maintain that schedule through the development of system improvements, testing, and turnover into production.

## **Technology**

- Unlimited and ongoing maintenance and upgrades
- Real-Time and Custom Reporting Needs
- Unlimited administrators with defined access to system
- Mobile optimized payment websites for meter, permits and citations payments
- Secure payment processing and preferential processing rates along with ability to support gross remittance
- Ability to provide continued feedback and requests to continue to help shape vendors product offerings

## **Right to Refuse Personnel**

The City reserves the right to refuse any individual(s) in the Vendor's employment, including subcontractors, if the City is not satisfied with their performance or they are not able to work effectively with City personnel.

## **Payment Methods and Processing Requirements**

The Vendor must allow for all major credit/debit card networks, including ACH, and smartphone payments using RFID and NFC. Currently the City uses City Hall Systems as its credit card processor. The vendor must be able to integrate with current and future credit card processor that the City chooses. City Hall Systems processes payments for over the counter, point of sales devices, Interactive Voice Response payment, and smartphone application.

## **Credit/Debit Card Processing Requirements for Pay-by-Phone, Pay-by-Web, and Mobile Payment Applications**

All payments made by phone, web or mobile app will be transferred via the merchant bank or clearinghouse to the designated City of Somerville bank account. The Vendor is responsible for ensuring real-time authorizations of all credit/debit card payments. Daily audit and reconciliation reports must be provided. All payments must be updated online and in real-time to the database and a daily balance report provided to the City sorted by Merchant ID. There should be one deposit per day per Merchant ID, made to the designated City of Somerville bank which reconciles to the daily balance report and the City of Somerville bank statements. Upon notification from the City that the reconciliation has a problem or failed, the Vendor will provide support and resolve the problem within the same day it is reported.



The Vendor is responsible for providing the highest level of security for credit/debit card holders who are using the Pay-by-Web, Pay-by-Phone, and Mobile Payment applications and its credit/debit card processor must be compliant with the Payment Card Industry (PCI) Data Security Standard.

The City requires that the Vendor passes on all credit/debit card and ACH transaction convenience fees to the customer dictated by the City's contract with City Hall Systems or current processor as its credit card processor. The City reserves the right to opt to absorb these fees at its own discretion.

### **Requirements for Websites and Other Written Communications**

While the Vendor is required to create and maintain websites and mobile applications and send written notices on behalf of the City, the City maintains its authority to exercise control over all content and formatting. The Vendor may not make any changes to any public-facing websites, web forms, mobile applications, postcards, parking tickets, letters, notices, etc. without written consent from the City. Web content includes any content that may be sent via electronic mail.

### **Web Accessibility**

The Vendor must ensure that all web-based content, including mobile applications, and especially content intended for public use, meets Web Content Accessibility Guidelines (WCAG) 2.0 compliance, with a minimum of AA compliance. Webpages must provide a consistent experience for all users. This is especially important on multi-page applications, where users may need to use buttons to navigate from one page to another.

### **Web Design (Logos, Fonts, Colors, etc.)**

Upon initiation of the Contract, the City shall supply information to the selected vendor about the appropriate fonts, colors, logos, etc. that may be used for web-based content, including mobile applications. The City shall conduct an annual audit of webpages, at which point the vendor must provide a timeline for implementing any required changes. The vendor will be required to secure the fonts used on parksomerville.com for use on websites and mobile applications.

### **Print Designs (Logos, Fonts, Colors, etc.)**

Upon initiation of the Contract, the City shall supply information to the selected vendor about the appropriate fonts, colors, logos, etc. that may be used for physical content, including any written notices and parking tickets. The City shall conduct an annual audit of physical content, at which point the vendor must provide a timeline for implementing any required changes.

### **Verbiage/Language**

The City shall provide and review all language used in written materials, whether web-based or physical. The Vendor must be prepared and able to make changes to the language used in web-based written materials within 72 hours of notice. For language updates related to service outages or other emergency situations, the Vendor must be prepared and able to update language on the websites or mobile application within 4 hours of notice.

### **Delays in Service and Penalties**

The components of the PMIS provide a critical revenue source to the City's budget. Any failure or delay in providing the necessary services that generate a reduction in the City's revenue attributable to factors under the Vendor's control will be considered potential grounds for penalties and/or termination of the contract. Upon notification by the City of such a situation, the Vendor will have seven (7) days to respond by resolving and correcting the problem or identifying a solution with a longer schedule for the City's review and determination on whether it will be accepted. If the Vendor fails to resolve or provide a plan acceptable to the City to resolve the problem, the City will initiate termination proceedings.

## **Parking Management**

Permit Parking System (see appendix 12)

The City's annual Resident Parking Permit (RPP) renewal process generally runs from January 1st-August 1st each year, with the renewals opening November 1st for the upcoming year. The City is divided into eight zones for renewal purposes. The City reserves the right to change the timing of its current permit parking program. The RPP Program was established to designate certain parking spaces in the City for permit only parking. Vehicles must display a valid Resident Parking Permit or other Parking Permit issued by the City to utilize such spaces. The Vendor must send email notice to qualified residents to notify them when they are able to begin the renewal process. The Vendor must provide a web-based RPP System that integrated with the Vendor's core system. The requirements for such a system include the capability to:

- Add new resident files to the database
- Maintain resident permit data
- Renew, hold, and revoke permits
- Update all permit files
- Look up resident permit data
- Maintain the address database by zone for all residential addresses and code non-eligible addresses; and assign zone based on address
- Record all permit payments
- Provide additional variable pricing for permits based on specific customer characteristics, should the Parking Department decide to implement some form of means-testing for permit pricing, or for another reason that leads to there being more than one single price for resident permits.

## **System Features and Notices**

The Vendor is required to provide additional features within the RPP System that include the following:

- Generation of renewal emails and labels
- Generation of permit renewal denial emails
- Purge/archive and report on data no longer required to remain on the online system
- Process and report on all transactions
- Produce management, control, audit, and activity reports
- Fixed field that will allow the City to track the number of units listed at a residential address; and limit the number of guest permits issued

## **System Components**

The online system must accommodate, at a minimum, three hundred thousand (300,000) files. The system must allow online queries by name of individuals as well as corporate or business entities, permit number, a system generated control number, vehicle registration number and address.

Each account must include, at a minimum, the following information: applicant name (first and last for an individual, or business or corporate name where applicable), applicant address (list must be pre-established by Vendor), one (1) telephone number, one (1) email address, zone code, permit number, permit year, reason for issuance, vehicle registration number, quantity, vehicle make and year, permit classification, method of permit issuance, amount paid, method of payment, effective date of the permit, expiration date of the permit, time of issuance, issuer's identification code, license number field, proof of residency submitted, comment field with the capability of entering up to 300 characters, an alert informing the cashier of any and all tickets associated with the applicant's name and license plate number, an alert informing the cashier of the limitation of two (2)

active visitor permits per household, the history display of any permit type that has been issued to the associated address, prevent charge from being generated based on an applicant's date of birth, prevent the issuance of a parking permit if any unpaid tickets exist. City staff must be able to bypass the control that would otherwise prevent the issuance of a parking permit to a constituent that has an unpaid parking ticket.

Additionally, the online system must perform the following special functions. The system must:

- Efficiently locate the most current permit when searched by license plate number or name whether individual or business;
- Generate a mailing label for any residential or business address within the City of Somerville;
- Process various other permits at the request of Somerville and at no additional cost to the City;
- Process various 'free' permits at the request of Somerville at no charge to the City.
- Accommodate the request from the City to add any required data field at no additional cost to the City (most data fields shall be multi-character alphanumeric);
- Accommodate online updates to all permit files; and
- Incorporate security features that will restrict access to certain functions to authorized personnel.

The Vendor shall also provide the City with the capability to offer an online, web-based, residential parking permit (RPP) program application system for qualified residents who meet the City's rules and regulations to apply for a permit. Appendix 13 lists minimum criteria prescribed by the City for the RPP website. The Vendor may be required to make additional changes to the website during the contract term. These changes must be implemented at no cost to the City. The City reserves the right to request or make changes to the online website platform for RPP and associated backend reports for the platform at no additional cost to the City. Qualified RPP residents must be able to have access to the online RPP system to renew their prior year permits on a schedule set by the City. This schedule set by the City will include website updates related to the renewal process. The updates must be implemented based on the City's schedule. The application system must allow for year-round applications from new residents or residents who purchase new vehicles.

While providing the City the Resident Parking Permit program the Parking Management Application system must also allow for other special permits with the same criteria as a Resident Parking Permit. Currently the City has multiple permits other than Resident Permits listed in appendix 12

The City may create and remove special permits at their discretion. The Vendor must be prepared to support adding or removing these other permit types to/from the system.

For parking permit renewals and new applications, should the City decide to use a different web interface other than the one provided by the Vendor, the Vendor must provide for an API or other interface between that system and the Vendor's system that manages the Parking Permit Program, allowing for at least daily data updates in both directions between the two systems. The City will guarantee that the other web interface has standard methods for exporting data.

#### **Interface with Motor Vehicle Agencies (MVAs)**

The Vendor must remain completely current with MVAs' specifications, technical or otherwise, and modifications and changes to MVA's databases, systems, and procedures related to the PMIS, especially the Massachusetts RMV. Further, the Vendor must continuously analyze and research the elements that compose MVAs' data and information.

The Commonwealth of Massachusetts charges the City \$20 every time a registration or license is cleared. However, sometimes clears are done on tickets that were dismissed. In these situations, the City is due a credit from the Commonwealth for this \$20 charge. The Vendor is responsible for: (1) identifying those cases in which the City should receive this credit, (2) preparing an annual accounting statement and cover letter summarizing the credits due and (3) submitting this report to the City and, once approved, to the Commonwealth on behalf of the City so that the City can receive credit on its “cherry sheet” which is used to reconcile amounts due between the City and the Commonwealth.

The Vendor must provide registrant information from Massachusetts and the forty-nine (49) other United States, the District of Columbia, all US territories and all Canadian provinces and territories. If the Vendor is unable to obtain information from a state, territory, or province, it shall notify the City why it is unable and what steps it is taking to obtain this information.

### **Significant Character Requirement**

The Vendor must be able to accommodate 'significant' license plate characters. These characters are neither alpha nor 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 “&” (ampersand) signs.

### **Multiple Owner and Re-Issued License Plate Requirement**

The Vendor’s MVA 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 the violation.

### **Registration Data: Split Records and the Need to Merge Data**

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 received previously, could result in the creation of a separate and unique registration record. The Vendor must take measures 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.

### **Request for Massachusetts Vehicle Owner Information**

At least once per week, the Vendor must request vehicle owner (registrant) information from the Massachusetts RMV database for each registration number appearing on issued tickets that are not completely paid or dismissed within a time parameter established by the City.

The Vendor shall add to the Master Violations File newly acquired license plate and registrant information, including:

- Name and Address
- Vehicle Make
- Plate Issue and Expiration Date
- Plate Type and Plate Color
- Driver's license number
- a “Y” or “N” indicator that the driver is sixty-five (65) years of age or older; and
- RMV error code

Each month, the Vendor must acquire the Massachusetts RMV's monthly file of all registrants. The Vendor must have the capability to utilize this file to obtain registrant data.

The Vendor shall update each registrant plate data within fifteen (15) days of the violation issuance date if the ticket is not paid. If it has not been updated within forty-five (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 one hundred five (105) days. The Vendor will be required to update registrant information for all Massachusetts registrant plates on a yearly basis.

The Vendor must also have the capability to receive and obtain registrant data on a weekly and monthly basis using the most efficient method offered by information technology to take advantage of enhancements in the Vendor's and RMV's systems.

The Vendor shall add to or edit Master Violations File records license plate and registrant information, including but not limited to the following: name, address, vehicle make, driver's license number, date of birth, plate issue date, confirmation date of received request, expiration date of license plate, RMV error code, plate type and plate color, and custodial data for leased vehicles if available.

The RMV Interface System must also provide edits and controls of the type that include, but are not limited to: analysis of license plate configuration; correct treatment of company or corporate names; exclude skeletal tickets; exclude pending requests; exclude completely paid or dismissed tickets.

Upon acquisition of registrant information, the Vendor must provide for the immediate online system access of parking ticket information by registrant name, driver's license number, violation number, and registration number.

The Vendor may also be required to utilize the RMV's database for research and other purposes (i.e., generate special notices to all registrants of commercial vehicles).

### **Online Request and Processing of Massachusetts Vehicle Owner Information**

The Vendor is required to be aware of changes that all MVAs, particularly Massachusetts, make to their data systems and processes and continuously adapt the Vendor's systems and processes to ensure the Vendor can continue to acquire accurate vehicle owner information in a timely manner.

### **Requests for Out-of-State Vehicle Owner Information**

On a weekly basis, the Vendor must request vehicle owner (registrant) information from the various out-of-state MVAs for each registration number appearing on issued tickets that are not completely paid or dismissed within a time parameter from the date of issuance established by the City (currently 15 days). Unidentified out-of-state registrant information should continue to be sought on a monthly basis until fully identified.

For both the Massachusetts RMV and Out-of-State MVAs, the Vendor must identify, via a comprehensive report, the reasons why registrant data was not provided by an RMV/MVA.

### **Notification of Non-Massachusetts MVAs for Boot Eligible Vehicles**

All Non-Massachusetts boot eligible vehicles without Name and Address Registrant data must be reported to Non-Massachusetts MVAs by the Vendor to meet the noticing requirements of Massachusetts Chapter 90 20A.

### **Pay-by-Phone, Pay-by-Web, and Mobile Payment Applications**

These three (3) methods of ticket payment must include the following features:

- the option to view a list of all tickets associated with a certain license plate, and the ability to select individual tickets for payment from said list;
- the option to pay a single ticket by entering the ticket number;
- the option to pay multiple tickets appearing on a notice by entering the notice number, and;
- the option to pay the total amount due on a registration hold with either a ticket number or notice number. All applications should allow payments for RMV holds and booted vehicles.

These three systems must be functional and accessible to the public 24 hours a day, 7 days a week.

#### **Pay-by-Phone**

The Vendor will provide a Pay-by-Phone operation including software, support and maintenance capable of handling, at a minimum, credit/debit card payments. The Pay-by-Phone voice response application must allow callers to make payments for outstanding tickets via credit/debit card by a touch-tone telephone. The telephone number that is used to access the Pay-by-Phone application ideally will have an area code of 617 or 857.

#### **Pay-by-Web Application**

The Vendor will provide a Pay-by-Web application including software, support, and maintenance, capable of handling credit/debit card and ACH payments. The Pay-by-Web application must be a stand-alone website, separate from the City's website. The Vendor must provide a hyper link to the Pay-by-Web Application from the parksomerville.com website, which the City can add to appropriate locations on parksomerville.com to facilitate public access to the Pay-by-Web application. The Web interface must be consistent with the overall design of the City of Somerville website.

#### **Mobile Payment Application**

The Vendor shall provide a Mobile Payment application including software, support, and maintenance, capable of handling credit/debit card and ACH payments. The system will also allow customers whose tickets have not yet been uploaded to the system to receive daily reminders to pay outstanding tickets they have entered in their Smartphones via this app. The application shall not store credit/debit card information on customers' Smartphones and shall comply with current credit/debit card security requirements and best practices. The Vendor shall not charge a fee for this service. The Vendor shall provide customers with an email address to which they can write for technical support about the app. The Vendor shall provide information about the availability of this app on parking tickets via a note on the ticket and a QR code which when scanned brings up the app on the customer's Smartphone. The Vendor will be required to provide both an Android and iOS version of the Mobile Payment application, which shall be available for free download from the Google Play and iTunes app stores.

#### **Point of Sale Payment Processing System**

The Vendor shall provide a fully integrated 'Point of Sale' (POS) Payment Processing System which will allow cashiers at 133 Holland St to accept payments and to process payment adjustments in an online, "real-time" environment. The POS needs to include credit/debit card processing integration, allowing customers to pay with Visa, Mastercard, Discover, American Express, and any other credit card network thereof. The City will partner with credit card processing companies as the merchant of record.

The payment system must accommodate payment in cash and by personal check, money order, contactless payment solutions, and credit and debit cards and must notate on the payment record and Master Violations File of the method of payment and location, date and time of payment.

#### **The Over the Counter Cashiering System Must Accommodate the Following Features:**

a) Online, real-time payment acceptance for:

- whole ticket and permit payments and partial ticket payments
- multiple whole and multiple partial ticket payments
- whole registration holds payments
- multiple whole registration holds payments
- partial and whole fee payments (e.g. boot fees, bad check fees) for tickets and permits
- residential parking permit payments, business permits, etc.
- split payments - with multiple methods of payments allowed for one transaction

b) Online, real-time adjustments to payment information to correct cashier errors.

c) The online, real-time posting of all cashier transactions to the Master Violations File and subsystems (e.g., Boot and Tow System, Claims Processing System, etc.) with all journaling and summary totals centralized instead of being housed on the local Personal Computer (PC) and the cashiers to have the ability to migrate from PC to PC in the event of a PC failure, without suffering an interruption to their daily processing or totaling.

d) Ticket level and plate level automatic online, real-time calculation of the remaining amount due or amount of overpayment, in the event of partial or overpayment.

e) The automatic endorsement of checks and money orders and the imprinting of registration state and registration number, ticket number and/or 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 if needed.

f) The generation of a payment receipt showing: payment date, payment time, method of payment, registration state, registration number, ticket number, permit number, amount due on each ticket, amount paid on each ticket, boot fee paid, tow fee paid, bad check fee paid, total ticket amount due, total penalty amount due, total fees due, total amount paid, and change returned to customer with the ability to re-print the receipt if needed.

g) Creation of a backup transaction record for each ticket or other transaction, printable on command, containing all data captured on each online transaction.

h) Acceptance of offline payments at all cashiering locations and update of this data to the Master Violations File in a batch mode within 24 hours along with the production of a journal record containing all data captured on each offline transaction.

The online 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 ID:

- registration state and number
- a notation to indicate that the transaction was processed via the online system
- violation number; permit number
- transaction type
- payment method (i.e. cash, check, money order, credit card, debit card)
- dollar amount paid
- time of the payment/adjustment
- status of the ticket.

A summary report must also provide summary data for each cashier/cashier I.D. and summary data for all transactions for each day. It should reflect a matrix in which all payment methods consisting of these below:

- cash
- check
- money order
- credit card
- debit card
- other methods

are cross referenced and summarized for all transaction types consisting of these:

- violations (tickets)
- Permits
- Meters
- bad check fees
- Signs
- other designation based on business needs.

Audit control facilities must also 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 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 if necessary.

### **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 that file 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 yet been updated to the system. The Vendor shall provide the capability to create an online, real-time skeletal record containing, at a minimum, violation number and payment date. The skeletal transaction shall be matched against and applied to new violation records created on the Master Violations File.

### **Vendor Responsibility in the Event of Down Time**

The Vendor must update the Master Violations File with all payments received during the hours of 7:00 a.m. through 8:30 p.m. by the cashiers at 133 Holland St. The Vendor shall be responsible for providing all the required controls, reports, procedures and documentation required to ensure that all payments processed by the Vendor can be reconciled with payments processed and monies received by City cashiers.

### **Fleet Management System**

The City would like to put a billing program in place for companies with fleets of vehicles operating in Somerville. Late payment fees are waived for entities enrolled in the program based on agreement with City. The Vendor is required to have a fleet system module designed to manage the various fleets and billing appropriately.

On a recurring basis (currently every 6 weeks), the Vendor shall generate a comprehensive billing report for the City and Multi-Owner Entities to review their open citations. This billing report will support the City in an efficient and timely collection of revenue and will list the violation status for all Multi-Owner Entities. The billing report should also list all credit and debit balances for every plate within the fleet. The actual invoice must be mailed from the Vendor to the primary contact on the fleet account with a copy sent to the City.

The Vendor is required to produce a report that contains the total number of tickets, dollar value, and vehicles with outstanding open tickets. This report allows the Multi-Owner Entities to clearly see which tickets were issued to their vehicles. The Vendor's database must be set up so that it does not assess late penalties, produce past-due notices, or set seizure flags on fleet or government plates. The system must maintain late fees that were assessed prior to a license plate being added to a fleet. The Vendor is required to offer a Self-service Web Accessed Fleet Portal with a Pay-by-Web Interface. These components permit a fleet manager to maintain their own contact and vehicle information rosters, view, import, and print current invoices and reports, and pay invoices via the Pay-by-Web interface. This self-service feature provides fleet managers with prompt access to their information on their schedule.



If an entity is removed from the Multi-Owner system, all plate and violation data will be automatically re-categorized to resume collection activities including late penalty assessment, name and address request, non-renewal action, and boot eligibility determination.

### **Boot and Tow System**

The Vendor shall provide an integrated “Boot and Tow” system module that performs the following functions:

- a) Automatically determines those vehicle registrations which are eligible for seizure. Currently, a vehicle is eligible for seizure when it has five (5) or more unpaid tickets which have all exceeded the payment due date by more than twenty-one (21) days of the ticket issuance date.
- b) Automatically changes the customer’s account status to reflect that the vehicle’s registration has now become “Boot Eligible.”
- c) That upon review of the customer’s account by City staff, the status can be changed from “Boot Eligible” to “Boot Eligible – Under Dispute” or “Boot Eligible – Partial Payments” when the staff see active disputes have been initiated on the unpaid tickets or partial payments have been posted to the unpaid tickets.
- d) That upon review of a customer’s account that has been deemed “Boot Eligible” by the system and City staff determine that the customer has an additional license plate(s) under the same customer’s name or license number, the status can be changed from “Boot Eligible” to “Boot Eligible – More Plates”
- e) That every day the Vendor shall generate a list of all vehicle registrations that are boot eligible and that City boot/tow vendor will utilize the list to identify vehicles to seize and that the list shall be in alphabetical order by state of registration then by plate number within the state and that it shall contain, at a minimum, summary license plate volume and dollar amount of outstanding tickets per state. The City reserves the right to alter the format of the Seizure List.
- f) That the boot eligible vehicle registrations must be automatically available to the handheld electronic ticket writing devices on a daily basis. The Parking Control Officers must receive notification when issuing a violation to a boot eligible vehicle.
- g) The Vendor shall provide access to the Seizure list via a real-time data feed that can be accessed from an LPR or mobile device (phone or tablet) inside the vehicle that is responsible for installing boots on vehicles.

### **Disputes and Adjudication of Parking Tickets**

The Vendor must provide an online, real-time Dispute and Adjudication Processing System that is comprehensively integrated with all system elements in the PMIS.

Approximately seven to ten percent of tickets issued during a year result in a dispute. The Vendor's Dispute and Adjudication Processing System must fully support the City's efforts to optimize responsiveness to disputes. The online system must include a stand-alone web-based dispute form, separate from the City’s website that allows vehicle owners, or designees, to submit disputes. The vendor must provide a link to the dispute form, which the City can hyperlink to the parksomerville.com website to facilitate public access to the dispute form. The dispute form must immediately add information to appropriate locations in the overarching PMIS. The online system must be functional and accessible by the public 24-hours a day, 7-days a week. The form must require customer and ticket information and the reason for the dispute. The online system must allow for the uploading of all file types requested by the City. The files uploaded shall be indexed and attached to the record of the ticket being disputed. The dispute form must provide a direct link to the pay-by-web application.

A confirmation email, content to be determined by the City, will be sent by the Vendor to the customer acknowledging receipt of the dispute. Once disputed, the online system must not apply any late fees or penalties to the individual ticket for a period of time to be determined and potentially adjusted by the City. The online system must provide an easy way to determine which tickets have been disputed. The web-based form, as submitted by the customer, shall be attached and indexed to the ticket as well as the submitted images or

documents, which shall also be visibly marked and viewable as a result of any general ticket inquiries within the PMIS.

The online adjudication system shall be in a workflow defined by ticket violation type. The submitted disputes and accompanying documents must be added to the queue of work which is reviewed each day by the Hearing Officer and other appropriate personnel. The selected Vendor is expected to work with the City to establish a work queue that aligns with operational needs, not limited to disputed tickets, adjudication decisions, ticket dismissals, and associated fee schedules or penalties. The PMIS should save all actions performed involving adjudications.

The Vendor will also provide a functional feature to denote that some disputed tickets have been further pursued by the customer with a request for a hearing with the Hearing Officer. The Hearing Officer or designee will schedule appointments for these hearings and the Vendor will offer a booking function within the PMIS to access, display, and print-out the pending list of Scheduled Hearings. The Vendor will also provide a customer-facing online option to schedule hearings which will feed into the above-mentioned pending list of Scheduled Hearings. The Vendor will also produce correspondence and/or an e-mail notifying the customer of the date and time of the appointment.

With the advancements of virtual meetings, the City would like to implement a virtual hearing process. The vendor must provide a batch upload process for associating self-selected hearing dates with specific ticket records to backend master table for later access.

Currently, Parking Services has three sources of receiving disputes; online, mailing, and walk-ins. The vendor shall provide for uploading of documents by the hearing officer and notes on the tickets.

The Vendor shall provide the ability for the Hearing Officer to mark disputes with certain code(s) denoting the outcome of the dispute. These codes will be used to track and analyze reasons why disputes are generated and what the associated outcomes are so the City can take action to rectify any workflow errors generating incorrect tickets.

### **Online Customer Information Portal**

The Online Information Portal is an Internet-based application that provides customers with the ability to create an account from which they can review Somerville issued parking tickets, review notices for multiple vehicles, and proactively manage their parking tickets. The portal must also give customers the ability to sign up and receive timely alerts about critical events in the ticketing life cycle. The portal must give customers the ability to select notification methods for each type of alert including text message or email. The portal must also allow customers to see any available pictures taken by Parking Control Officers when tickets were issued.

In order to access the portal users must create a username and password which must be entered each time the portal is accessed. The portal must contain security checks to ensure the confidentiality of account data, and the ability to securely reset a user password. The portal must require that a user provide key information from a vehicle registration to verify the identity of the individual and the vehicle(s) before granting access to the parking ticket information.

At a minimum, users shall be able to request to be notified about any of the following events when they occur:

- A new ticket has been issued
- Penalty is about to be applied to a ticket
- Notification of ticket dispute decision

- Payment was made
- A hearing is upcoming
- A ticket is about to be sent for collection
- Tickets are about to be marked at the Massachusetts RMV
- Resident Parking Permit renewal season is about to begin
- Periodic seasonal alerts

When receiving notifications or looking up a ticket, users must be given several options including paying for tickets, viewing ticket images if available, viewing ticket details and requesting a hearing. The City will define the schedule of the alerts. The system must also allow for ad hoc notifications that can be sent out by the City. The portal must display a history of the vehicle ticket data for the previous 5 years.

## **Enforcement Capability**

### **Handheld Electronic Ticket Writing Devices**

The Vendor will provide:

- 32 new rugged handheld electronic ticket writing devices (handhelds) with wrist straps, handheld carrying cases, styluses, and spare styluses for the devices. Such devices must be 4G or better enabled and weatherproof with no malfunctions during rain or snow.
- 32 new Bluetooth-enabled handheld printers
- A replacement battery for each printer midway through the contract, unless requested by the City on an earlier date.
- Individual charger cord for Bluetooth enabled mobile handheld ticket writing device and printers.
- 32 custom carrying cases as specified by the City capable of holding both the handheld and the printer along with shoulder straps and belt loops.

The cost of all of these items must be included in the total bid price for this contract.

The handheld units must be capable of issuing at a minimum 250 tickets on one (1) shift and uploading and downloading data and tables using an IP-based communications protocol. The selected Vendor must program and fully support the handhelds and printers, including maintenance and repair and all operating, data communication, and processing capabilities. On the date the Vendor assumes responsibility for the City's PMIS, the handhelds and printers, must be fully operational and capable of supporting the City's desired functionality as outlined in the scope of this document. Among other features, the handhelds must include the ability to take photos for each violation issued and require photos for certain violations requested by the City, record audio, scan inspection sticker barcodes, record locations on an ongoing basis via GPS, and have the capacity to be used for real-time wireless communication. Any additional handheld features offered by the vendor must be included in the total bid price for this contract. The handheld units shall be delivered with the module or accessories required to allow them to work with the City's current wireless Vendor (Verizon Wireless) installed. The units must be able to operate on the 4G or better and Long Term Evolution (LTE) network using sufficient wireless bands to provide citywide connectivity, and be backwards compatible to use both 4G and 3G coverages. The cost of the Verizon Wireless data plan is not part of this contract and will be paid for by the City.

## **Vendor Responsibilities**

The Vendor must completely manage, and process citations issued by the handhelds pursuant to these specifications and requirements. The Vendor must provide, implement, and support handheld electronic ticket

writing devices including hardware, software, program applications, and work with the city on all required communication devices, protocols, and network connections.

The Vendor must provide handheld support personnel who have current industry certifications and appropriate experience. Handheld support personnel shall be responsible for coordinating system modifications, troubleshooting problems with the handhelds, and printer assemblies as well as training City staff so that designated staff are fully knowledgeable in the operation of the handhelds and trained on all enhancements made to them. The support personnel will provide 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 handhelds must also contain tables that load into memory listing all of the streets for the City, all of the City's parking meters, all of the City's parking zones, a consolidated loading zone address file, boot eligible vehicles, the consolidated Visitor Permit file, Resident Parking Permits, Revoked Resident Permits, and Revoked Visitor Permits. In addition, the handhelds must have the ability to record two times for Overtime Parking, and follow the City's Guest Use protocol for violations. The handheld program must also allow Officers to enter data documenting broken meter and missing/damaged signs including the location and description via drop down menus and an option to enter remarks. This data must then be downloaded to a daily report. Access to this report must be provided to other City Departments with staff access to this report only and no other components or reports in the PMIS. The Vendor must provide future enhancements to the handheld programming as requested by the City at no cost to the City beyond the price bid for this contract.

All transactions entered into the handheld including time, meter/zone, and location entries related to monitoring parked vehicles for overtime, visitor permit abuse, etc. as well as the time of all transactions entered into the handheld must be recorded in the handheld memory, or 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 all the Officers overtime entries and provide a prompt when time has expired. This information should be stored for one day clearing out at midnight each day and restarting so all Officers may ticket for overtime parking. Guest logs must be stored for one week beginning at midnight on Monday ending at 11:59PM on Saturday and clearing out at midnight on Sunday. The handheld memory must contain a table of comments for officers to add to the ticket and internal comments which will appear on the ticket record but not on the handheld. All guest permit logs must appear in the plate information on the back-office system. The handheld program must allow pre-populated comments associated with violations identified by the City or different comments to appear in a drop-down list associated with violations identified by the City. 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 the comments should be internal (not printed on ticket) or external (printed on ticket). The handhelds shall have the capability of printing a barcode on the ticket which can be scanned at the City's cashier stations by the barcode scanner included in each cashier terminal and a QR code.

The Vendor shall develop and provide PMIS and handheld software modifications that allow for real-time integration of enforcement data between the handhelds and the City's multi-space pay stations, single-space smart meters, and the City's current Vendor for mobile parking meter payments (currently Parkmobile, Paybyphone, and Flowbird with possibilities of additions or changes). The Vendor will support PMIS and handheld software modifications that allow for the real-time integration of enforcement data between the handhelds and the mobile parking meter payment or in vehicle meter payment Vendor. If requested to do so by the City, the Vendor will provide a handheld function which will result in an email being sent from the handheld to City staff notifying them that a boot eligible vehicle has been located. The Vendor will also provide real-time Residential Parking Permit look-up. All of these programming services shall be provided at no cost to the City beyond the price bid for this contract.

## **Supervisory Application**

The Vendor shall provide a supervisory application as part of the handheld ticket issuance application. This application shall include the capability for enforcement staff supervisors, during each daily shift to review in real-time, activity and other data officers have entered into their handhelds and to do so in the field, prior to the Officers returning to the office at the end of their shift.

This data shall be transmitted wirelessly to a supervisory application device in order to provide supervisor personnel with real-time Officer handheld activity. The supervisory application shall provide the capability for supervisors to view data in various modes, for example, chronological order and ticket facsimile view, visitor permit entries, overtime entries including location entered, and to allow inspection of data for accuracy and completeness. One of the supervisor's views shall include the ability to see data in a format as similar as possible to the Daily Detailed Daily Summary report. The supervisory application shall include the capability to record and log supervisor activity for subsequent reporting purposes, in terms of, for example, how many tickets supervisors review during each shift, etc.

Such data shall be viewable on a desktop, portable or tablet/laptop device such as an iPad. Mobile printing capability shall also be provided in an optimally efficient and effective manner. The supervisory application shall include the capability to produce activity reports in the field for analysis purposes. Such reports shall complement reports outlined elsewhere in this document.

Hardware for the supervisor application may be proposed by the Vendor to the City, or the City will purchase this equipment at its cost and deliver it to the Vendor. The Vendor shall be responsible for loading the software on these devices and ensuring the software is continuously working as designed and for the training of staff in its use.

## **Supplies and Materials**

The Vendor must provide all supplies that are used with the handhelds including blank ticket rolls printed on "thermal" sensitive paper and pre-printed envelopes that the officers use when placing tickets on vehicles, as follows:

The Vendor must provide handheld machine ticket stock that is the equivalent of 300,000 tickets each year for a total of 900,000 during the three (3) year PMIS contract. Ticket rolls for the current printers are 3" x 7-1/3" x 189 tickets per roll, polythermal 20# material, printed 2/2. The envelopes are currently 3-15/16" x 7-1/2" Deep Flap, Peel and Seal Closure, orange bleed proof 24# material, printed 2/0. The Vendor must provide 300,000 envelopes each year for a total of 900,000 during the three (3) year PMIS contract.

The Vendor must also provide a total of 30,000 paper tickets during the three (3) year PMIS contract. If the handheld electronic ticket writing devices and associated printers require materials different than those laid out above, they shall be presented to and approved by the City prior to the contract start date.

Proofs must be approved by the City each time the Vendor orders a new supply of tickets and envelopes from its printer. The City can store the tickets and envelopes and deliver them to the City.

## **Database System Requirements, System Availability and Response Time**

The City must have a minimum aggregate 95% uptime for system availability on each terminal between the hours of 7:00 a.m. and 8:30 p.m., Monday through Friday. In addition, the Vendor must provide 24/7 portal access via web browser to view information in its PMIS system and run reports (including Massachusetts RMV access) by authorized City officials. The response time for all online system 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 one (1) week before such downtime is to occur and that it be scheduled during off-peak production hours.

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 notify the City of any unplanned downtime or service interruptions of their own, or of any integrated 3rd party services with which the Vendor uses to supply the City with its PMIS. The Vendor shall report the causes and expected duration of such downtime and the remedial measures being undertaken by them, or by any integrated 3rd party services. The City shall provide to the Vendor a list of the Departments and persons to be notified during any service interruptions, and their associated contact information.

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 3rd party services used to execute its operation of the City's PMIS.

The Vendor shall respond within thirty (30) minutes of a 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 that the Vendor provide on-site technical support on a full-time basis until the problem is permanently corrected.

The Vendor must maintain a daily log(s) of all unexpected communications interruptions and will furnish the City with copies of said daily log(s) on a weekly basis accompanied by a weekly summary of such unexpected communications interruptions, including but not limited to the cause of interruptions, duration, and remedial measures taken, the format of which shall be approved by the City.

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

The Vendor must provide to the City's IT department with the service requirements for the full and complete operation of the PMIS over a safe and secure network connection. The Vendor must be in compliance with the City's IT Department's network security requirements, at the start of the contract. The Vendor shall provide the PMIS services at 133 Holland St and shall provide electronic ticket writing machines at 133 Holland St.

The Vendor shall supply the City with ten (10) Point of Sale (POS) cashier terminals that consist of ten (10) personal computers (PCs), monitors and associated equipment that makes up a workstation under the City IT Department's minimum hardware specifications.

- Ten (10) label printers
- Ten (10) handheld barcode readers
- Ten (10) printer/scanners with the capability to endorse checks, issue receipts and scan information into the database
- Cashier drawer for currencies and checks

The Vendor has full responsibility for the operation of the software.

All systems required by this scope of services should be available via web portal, including access to the Massachusetts RMV database. Massachusetts RMV database information must be available on the same computers 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 time out during the business day.

The Vendor must provide whatever training, support, and night and weekend services the City requires to ensure that operations are uninterrupted. Vendors must include in their bid price all 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 3rd party subcontracting if necessary) to resolve or replace software problems with POS cashier terminals, or handheld electronic ticket writing devices and their components. The Vendor is responsible for providing the miscellaneous supplies used in the day-to-day operation of this equipment including paper rolls, printer ribbons, toner cartridges, rolls of labels, and maintenance kits.

All products and services included in this section must be provided at no additional charge beyond the price quoted in the price summary form of this bid document.

### **File Archive**

At the City's written request and not less than 365 days from the date of payment in full or other final disposition of a parking violation, the Vendor shall archive such violations from the PMIS for the purpose of creating additional file storage capacity. The Vendor shall also be required to archive skeletal records. The Vendor, at the City's direction, shall also archive non-final dispositions of parking violations from the PMIS for the purpose of creating additional file storage capacity and processing efficiencies.

The Vendor must retain all information in the Master Violations 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 ticket data elements archived including all future archives. Archive data shall be available via ticket number, vehicle registration and registrant name. The Vendor must be able to restore such archived violation information for all archived tickets to the PMIS at the City's direction.

Upon archiving of violations, the Vendor shall notate the affected vehicle registration files with an "archive indicator" to be displayed through online inquiry access.

The Vendors shall maintain 10 years + of ticket issuance and have a plan to archive and reconcile any outstanding tickets that are 10+ years old.

### **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 PMIS.

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

The Vendor must provide for the duplication of all programs and files and that those duplicated programs and files are 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 an 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.

### **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 (e.g., 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 failure to restore lost data.

The Vendor must take every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable. In the event that 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 so that services are restored quickly and in accordance with City performance standards.

### **Conversion**

This procurement document requires that, in the event the Selected Vendor is not the Existing Vendor, the Selected Vendor's violation processing database be initially loaded from a Master Violations File residing within the Existing Vendor's system. The Selected Vendor shall be required to interface with 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 available 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 violations databases and to define the storage formats and describe the data elements stored in the databases.

As part of their proposals, the Vendor shall propose a comprehensive data conversion plan to convert from the Existing Vendor's system to the Selected Vendor's system. This plan shall include, but not be limited to, all 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 similar to or better than the old system, and for providing continuity of operations for the PMIS during the conversion process.

It should be noted that 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 in the event that 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 a bid or Request for Proposals document and execute a succeeding contract, to include but not be limited to current and projected baselines, computer utilization, forms utilization, definition of storage formats and description of data elements stored in the databases.



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

### **Web Based Reporting & Management Information System**

The Vendor must provide a web-based dashboard that tracks performances and performance data analysis for tickets and revenue. The system must also have the ability to run customized queries based on existing data tables in an excel, DVS and Access databases. The vendor must provide a wide-ranging set of integrated reports covering:

- Issuance
- Noticing
- Financial Transactions
- Operations
- Enforcement Management
  
- Accounting
- Residential and other Parking Permits
- Management Control for the administration of the PMIS
- Other reports that the City deems necessary for the successful operation of its Parking Management Information System.

These reports are critical to the successful operation and management of the City's Parking Services and Parking Enforcement programs. Therefore, the reports required under this scope of services must be available to City staff on the date the Vendor assumes responsibility for the City's PMIS. 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 City staff. All Parking Control Officer Activity Reports must pull and display the same information as the reports currently used by City staff.

All reports must be available for online viewing. All reporting systems must work on any computer with internet access without any software needing to be installed on the computer aside from a web browser and must be independent of the Vendor's parking ticket/permit database so that users who do not have access to the database can access all reports.

Several types of reporting systems are required:

- a) Pre-programmed reports that provide specific information identified by the City shall be generated on a recurring schedule.
- b) An ad hoc reporting system allowing the City to run reports after selecting criteria to create specific, customized queries.
- c) A reporting system that provides the ability to select previously created and saved reports, change parameters and then re-run the report. The system must also 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 selected data and hide other data without 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.

d) Digital dashboard reports that provide a snapshot of trends and performance through the use of visual presentations of specific data. Dashboard reports must include the ability to drill down to lower level data and must be selectable by date range and varying levels of the Department's organization and for various Key Performance Indicators to be identified by the City. Of particular importance are detailed and summary dashboard reports that graphically present the transactions that Parking Control Officers enter in their handheld electronic ticket writing devices and that can display information by agency, by shift and for individual Officers for a particular day, or range of dates, or set of selected dates.

e) A GIS (Geographical Information System) system that links parking violation and related data information in the Vendor's database with City of Somerville maps. The GIS system must be linked to a data viewer which provides the ability to create ad hoc queries about a variety of parking violation related data and to show the results of these queries on maps produced via GIS. The Vendor shall use the GPS real-time data transmitted to the handheld electronic ticket writing devices to provide maps which show the handhelds' locations on a continuous basis whether or not a ticket has been issued. These maps must also show the location at which tickets have been issued. All location or address-based information in the PMIS database should have geo-located latitude and longitude fields associated with each entry. Violation related data should be accessible via an API or FTP site for automatic upload to the City's Open Data Portal, taking into account any privacy concerns or field-masking required to anonymize data, which will be determined by the City.

f) A list and brief description of reports is included as an appendix 9 to this scope of services. Please note that this is not a comprehensive list of required reports, rather the reports in the appendix include those most used by the City or most important to the City's operations.

Vendors must provide a list of pre-programmed and ad hoc reports currently available in their system.

### **Production Schedules**

Prior to the effective date of this contract, the Vendor shall provide to the City a detailed production schedule that includes:

- file processing
- report generation, such as scheduled management information reports, online claims processing related reports, and all scheduled reports relative to any systems for which the Vendor is responsible
- Transaction cutoff periods
- Notice mailing
- Name and Address requests and re-requests from the RMV
- 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 handling of cash payments
- Development schedule associated with the required customization of the enforcement application to get in line with the City's desired business processes
- Etc.

The Vendor shall notify the City of any changes in the production schedule before they occur.

### **Additional Client Related Services**

*Required Screen Data - Customer Service Inquiry Screens*

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:

- Noticing
- Parking Ticket Information
- Disputes and Adjudication
- Boot and Tow
- Registry of Motor Vehicles Interface
- Both Summary and Detail plate and ticket information
- Correspondence and Notice detail for all tickets
- RMV ownership information and Non-Renewal Information
- Batch update detail
- Online Resident and Visitor Parking Permit Module
- Online Customer Portal

### **Daily Receipt of Mail and Lockbox Processing Functions**

The Vendor shall rent a post office box or other postal address, preferably within Somerville, and all correspondence sent to that address shall be removed by the Vendor via bonded messenger at the beginning of each processing day and delivered to the Vendor's lockbox processing facility. The Vendor must process all parking violation payments mailed into the local post office box or mailing address. All payments received by the Vendor must be processed at the lockbox and revenue deposited by the next business day following pickup at the Post Office. All cash and checks must be deposited in the bank designated by the City (currently Rockland Bank in Somerville, MA). Checks and money orders shall be scanned at the lockbox and electronically deposited in the account at the City's designated bank.

The Vendor is responsible for (a) the receipt and routing of all lockbox mail, (b) the processing, accounting and daily deposit of lockbox payments, (c) the routing of parking ticket related correspondence, and (d) the scanning of parking ticket related correspondence. The Vendor shall ensure that an image of the front and back of each check or money order deposited is entered in the City's parking ticket database and indexed to the ticket for which it is a payment. A symbol must appear on the record for each such ticket indicating that this image is available for City staff to view. All lockbox received correspondence will be imaged at the Vendor's lockbox processing facility by the Vendor as described in the RFP Scope of Services titled Document Image Processing and Workflow Management System.

Any payment received at the lockbox which the Vendor cannot deposit because there is a problem with the check shall be sent to the Parking Department by the Vendor with an explanation.

The Vendor shall process all checks returned unpaid by entering the bounced check fee, currently \$30, in the ticket record and reclassifying the associated ticket as unpaid and sending a letter to the ticket holder informing the person of the need to pay the ticket and the bounced check fee. The Vendor shall also notify the City.

The following payment types must be accepted:

- Whole and partial ticket payments
- Multiple whole and multiple partial ticket payments
- All ticket payments due associated with a single license plate
- All ticket payments due associated with multiple license plates

The Vendor shall establish procedures to ensure that:

- All mail retrieved at the post office lock box is delivered to the processing facility location
- All mail is correctly sorted and batched
- The City receives all correspondence on a timely basis
- The entry of payment information is accurate
- All batched payments submitted to processing staff are subsequently processed
- All processed payments are correctly updated to the system
- All items rejected during batch update are recorded, including subsequent re-entry of such items
- Double payments and overpayments on tickets are limited, and if they occur, they are flagged to be addressed by the City via an overpayment report.

The Vendor shall maintain effective security over cash, checks, and terminals. This includes the timely (next business day) depositing of any cash payments received and the control of error correction capabilities. The total amount of all checks processed each day will be credited to a deposit account specified by the City. The Vendor shall reconcile amounts paid, amounts posted/applied to the PMIS, and amounts deposited. Further, the Vendor shall provide the City with all pertinent back-up documentation of each transaction listed on all bank statements either on a daily basis or as they are received from the bank (e.g., daily lockbox deposit slip copies, all bounced check bank listings, any and all credit/debit items, all wire transfer activity, etc.; and copies, front and back, of all bounced checks originally processed at 133 Holland St). The Vendor is required to produce a daily report of all lockbox transactions.

### **Parking Ticket Pick-Up and Control**

Employees of several City of Somerville Law Enforcement Departments issue tickets by using a paper ticket book. Paper tickets are to be picked up each business day by a bonded Courier provided by the Vendor at the City's 133 Holland St office and delivered to the Vendor's office or other appropriate location for processing and data entry at that office. The Vendor shall be responsible for reconciling differences between the number of violations received from the City and the number of violations processed and updated to the master violation file. Handheld generated ticket data must be immediately electronically transferred to the Vendor's premises and immediately uploaded to the Vendor's data management system.

In addition, this Courier must accommodate for the pickup and delivery of supplies, including boxes of tickets and envelopes, equipment to be repaired including handheld electronic ticket writing devices, correspondence and other assorted items between both the City's 133 Holland St office and the Vendor's business office each business day. The City may install a locked cabinet at its office for the Courier to place these items in each day and will provide the Vendor a key for the Courier to use when picking up and delivering these items. The City may also install a security lock on the door to the space where the Courier is to pick up and deliver items and provide the Courier with a key fob to use to access this space. The Courier will be responsible for ensuring the key fob is under their control at all times.

### **Paper Parking Tickets and Data Entry**

The Vendor must perform data entry of the information from all paper tickets into the PMIS database. Tickets (provided by the Vendor) are to be bound in books of not less than 25 (twenty-five) tickets per book with a cover, and must be designed to meet the requirements of Massachusetts General Laws, Chapter 90, Section 20A. The City writes on average 7,000 paper tickets/ year. However, in order to provide sufficient ticket books for all Somerville Police Officers, the Vendor must provide 30,000 paper tickets for the three-year contract term (if applicable) or 10,000 paper tickets per year during the term of the contract. The instructions for the ticket writers must be printed inside the cover and the tickets must include a self-mailer type envelope. The tickets

must be multi-part with the (1) original copy for data entry, (2) a second copy for city-records to remain in the book, and (3) a violator copy attached to the self-mailer to be issued by the ticket writer. The violator copy must be encoded so that the pre-printed ticket number can be read for payment processing using optical scanning equipment. The tickets shall also contain a barcode. Ticket books shall be ordered in an amount to cover a minimum of twelve (12) months, unless otherwise approved by the City, to allow for any changes in wording or fine amounts the City wishes to make. Proofs must be approved by the City each time the Vendor orders a new supply of tickets. The Vendor shall deliver the tickets to the City. The Vendor will produce and deliver these paper-issued tickets at no additional charge beyond the price quoted in the price summary form of this RFP.

### **Updating Tickets to the Online and Master Files**

The Vendor, within one (1) working day of receiving daily files for paper tickets must process and update the PMIS Master Files to reflect new entries for parking ticket violations. Handheld parking tickets must be processed and updated to the Master Files immediately to reflect new entries for parking ticket violations.

The Vendor is responsible for validating the information entered for the ticket. This includes violation number, date and time of issuance, state, plate, plate type, plate color, make of vehicle, color of vehicle, route number, location of violation, violation description, fine amount, issuing officer, badge number, division and any or all notes or comments. If the registration on the ticket matches an existing record in the Master Violation File, the Vendor will add the ticket data to the existing plate record. If the registration does not match an existing record in the Master Violation File, the Vendor will add the ticket data to a newly created registration record. 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.

### **Document Image Processing and Workflow Management System**

The Vendor must provide a document image processing system for document storage, retrieval, and workflow management. This document image processing system must be fully integrated with all systems and subsystems of the Vendor's PMIS.

All lockbox received correspondence will be imaged at the Vendor's lockbox processing facility by the Vendor. The Vendor's scanning device(s) must accommodate correspondence items which will likely contain two or more pages containing typed, machine printed or handwritten text of various sizes, weights, and colors, as well as photographs or drawings which will require imaging. In order to capture the postmark date the envelopes which contain correspondence must also be imaged and included with the scanned correspondence. Correspondence is also frequently enclosed inside actual parking tickets; therefore, some parking tickets received at the lockbox require imaging. This correspondence shall be electronically sent in a queue allowing the City to process it as a ticket dispute. The original copies of such correspondence shall be retained by the Vendor for a timeframe decided by the City. The system must allow City personnel and Vendor staff to manually attach images to parking violations.

Additional documents received to the lockbox will be sent to the Vendor's office for imaging and scanning by the Vendor. All correspondence sent to the Vendor by the City must be indexed to the parking tickets identified in the correspondence.

All handwritten paper parking tickets issued by the officers must be scanned and indexed into the document imaging system for easy retrieval via the PMIS. Paper tickets should be given a unique indexing symbol to differentiate them from correspondence images, which shall also have a unique indexing symbol. Images of paper tickets and correspondence must be viewable by clicking on this symbol.

The workflow management system must be integrated with the City's PMIS so that City personnel can perform customer service functions and claims processing by viewing correspondence images simultaneously with

detailed plate and violation data. The system must be organized into “holding tanks” or “queues” for the various levels of completion: newly arrived, pending research, awaiting a hearing, done, etc., so that City personnel can move the images and correspondence from one location to another.

### **Correspondence and Parking Ticket Dunning Notice System**

The Vendor must provide a comprehensive Notice System for the collection of parking tickets. The Notice system must be fully integrated with all elements of the PMIS. System requirements include:

- A primary Massachusetts and out-of-state noticing program
- Additional noticing
- A Special Collections Noticing System
- A Notice Management System
- Comprehensive Mail House services
- Comprehensive quality control and the processing of returned mail.

The Vendor must record in the Master Violations File the mail date/s and Notice type/s of all notices mailed in relation to each violation. The Vendor must also maintain proper documentation of all Noticing activity and provide the City with such documentation in accordance with a schedule determined by the City. The Vendor is required to provide an electronic representation or facsimile of the actual notice generated to the customer indexed to the ticket and available for online retrieval. The Vendor must indicate in the Master File any notices returned by the postal service. The City will provide specifications to the Vendor as to the form, content, sequencing, and timing of all notices that are mailed to violators with outstanding violations. The number of notices that the Vendor will be required to send with respect to a single ticket shall be at least four (4). In addition, the City may direct the Vendor to produce a variety of correspondence letters to violators that are not part of the previous four (4) defined notices e.g. special notices sent to violators who have previously received the original four (4) notices. The City's current Vendor mailed approximately 84,283 notices regarding unpaid tickets, and 7,715 correspondence letters.

### **Mail House Function**

The Vendor shall be responsible for the daily mailing of all notices, parking permit renewal letters and correspondence using First Class mail. These communications shall be delivered for mailing to the U.S. Postal facility no later than twenty-four (24) hours after the printing of the notices. The Vendor is responsible for stuffing envelopes and all costs for the mailing of notices and correspondence including stationery, forms, notices, envelopes, pre-addressed return envelopes, printing, mailing services, first class postage, etc. All such costs must be included in the Vendor's total bid.

### **Collection Agency Services**

The Vendor shall provide collection agency services as requested by the City. The City will pay the Vendor a negotiated percentage or dollar amount fee of the revenue it collects for services provided under this Section. The negotiated fee to be paid to the Vendor shall include all costs for the services including those listed below. The amount to be paid to the Vendor shall be included in the Vendor's monthly invoice to the City and shall not be netted out of the revenue collected by the Vendor on behalf of the City for these services. The Vendor shall perform the following Special Collections functions:

- Analysis of the database to select tickets that meet the targeted population identified by the City.
- Search multiple databases to obtain the most accurate and up to date name and address information for the vehicle owner.
- Design and creation of the Notices to be sent. The notice may not indicate that unpaid parking tickets will impact credit reports. All costs associated with the design, purchase of paper stock, printing, emailing, mailing and first-class postage shall be included in the process and included in the Vendor's fee for these services.

- Process any and all payment transactions as well as the scanning of correspondence received.
- Provide management audit reports to the City on a monthly basis.
- Generate a monthly billing report to the City.
- Outbound Calling – as a last attempt to reach out to the constituent, all unpaid tickets at the end of the noticing cycle will be turned over to the Vendor's Outbound Calling agent. The Outbound Calling agent will send out name and address information in order to obtain phone numbers for the process.

### **Training**

The Vendor must conduct instruction and training of City personnel in connection with all of the services including system enhancements and subsystems, for which the Vendor is responsible, hereunder. The City prefers in-person training to City personnel using the PMIS as part of their job function. The Vendor shall, at the City's request and at no additional cost, develop, review, and edit training manuals for use in training City staff. If a system upgrade or other major changes are implemented, the Vendor must provide additional training for all City staff impacted by these changes, and update training manuals accordingly.

### **Performance Reporting**

The Vendor must implement and operate a system for recording, monitoring and responding to all complaints and requests by the City relative to the Vendor's performance and obligations with regards to the PMIS. This includes:

- Procedures and reporting formats to track and respond to all requests and complaints in a systematic and timely manner.
- A managerial summary, implementation plan, and comprehensive project analysis for each request or complaint.
- A listing of all active requests or complaints, the status of each request or complaint and the targeted completion date of each request or complaint.

### **Change Management**

In the event that the City requests significant changes to the PMIS or the development of new functionalities within the PMIS that go beyond the features specified in this scope of work, the Vendor shall have in place a structured change management process to ensure that these changes are properly managed, have a clear scope and schedule, and are successfully implemented (including necessary quality assurance and quality control activities). The Vendor shall have primary responsibility for developing this process in consultation with TP+T staff, but the process shall, at a minimum, include these elements:

- A structured process for intake of necessary and proposed changes, including clearly defining the scope and schedule for the required work. The Vendor shall be responsible for working with Parking staff to document functional requirements, key milestones, user needs, and other key aspects of any proposed changes, and will vet this documentation in writing with Parking staff in advance of starting work.
- All system modifications, enhancements, or other changes within the PMIS or handheld electronic ticket writing device production environment, 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 shall also have access to test environments for viewing or testing new functionality before the Vendor pushes those changes to the production environments.
- 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.

- A process for clearly documenting any changes in the scope of work and/or the schedule, or any other changes in milestones or proposed activities.
- A clear process for determining when a system change is expected to go live to the public, along with the ability to roll back those changes if an error or other problem is detected once the changes are live/in production.
- Any other change management process elements that the Vendor or TP+T believe are necessary to ensure successful change management, in accordance with standard practices in Information Technology project management.

**Specific Vendor Responsibilities Include:**

- Develop a test matrix to include transactions, conditions, and desired results
- 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:**

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

It shall be assumed that any changes are included in the existing pricing for the contract, and the Vendor shall have the sole responsibility for identifying any work that is expected to require additional payment, along with a detailed explanation for why this work is not included in the existing overall pricing.

**Financial Strength of the Proposer**

In an effort to ensure the financial viability of the proposer in performing the contract, please submit a copy of a statement or opinion from an independent auditor indicating the financial responsibility of the proposer produced not earlier than January 1, 2024.

**Processing Capability:**

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

**Clarification**

- Programs are inclusive of all software
- Computers are inclusive of hardware
- Tickets shall be broken out into electronic and manual
- Pricing shall be an all-inclusive price for the first 3 years for all hardware, software, lockbox, IVR and tickets.

**APPENDICES 1 TO 13 (FROM NEXT PAGE ON)**



## **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:
  - Added at day 22 if the following is not completed
  - 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 data a non-renewal transaction was created. Thus, if the RMV successfully marks the plate, the RMV must be advised is a TAPE transaction to remove the mark on the plate with NO CHARGE.

## **APPENDIX 2**

### **BOOT ELIGIBILITY**

An individual ticket becomes eligible to receive a seizure notice 30 (thirty) days from issue date, 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. (Vendor may suggest notice layouts subject to City 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 (\*).


<b>FIELD</b>	<b>EDIT REQUIREMENT</b>
*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	
<b>DATA ENTRY/EDITS OF NEW TICKET FIELDS</b>	
*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 7A

Manual Ticket is a 3-part ticket consisting of original, copy and copy with attached envelope. Subject to change  
– example only.

<b>VIOLATION</b>		<b>CITY OF SOMERVILLE</b>																																									
<b>SX35024050-5</b>		MONTH	DAY																																								
		YEAR																																									
STATE <input type="checkbox"/> MA <input type="checkbox"/> NH <input type="checkbox"/> NY <input type="checkbox"/> CT <input type="checkbox"/> RI <input type="checkbox"/> NJ <input type="checkbox"/> OTHER (code)																																											
PLATE COLOR <input type="checkbox"/> RED <input type="checkbox"/> GREEN <input type="checkbox"/> BLUE		REGISTRATION <input type="checkbox"/> PA <input type="checkbox"/> CO <input type="checkbox"/> OTHER																																									
MAKE <input type="checkbox"/> FORD <input type="checkbox"/> TOY <input type="checkbox"/> HONDA <input type="checkbox"/> CHEVY <input type="checkbox"/> SUBA <input type="checkbox"/> NISS <input type="checkbox"/> DODGE <input type="checkbox"/> VW <input type="checkbox"/> OTHER		VEHICLE COLOR																																									
TIME AM. TO PM.		METER NO.																																									
LOCATION		BADGE NO.																																									
OFFICER		ROUTE NO.																																									
<b>I HAVE AFFIXED THIS NOTICE TO VEHICLE</b>																																											
<b>COMMENTS</b>																																											
<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> 358 Over 48 Hours \$50</td> <td><input type="checkbox"/> 384 Leaving less than 12 ft. \$50</td> </tr> <tr> <td><input type="checkbox"/> 359 Taxi Stand \$50</td> <td><input type="checkbox"/> 94 Obstructing Street Sweeping \$50</td> </tr> <tr> <td><input type="checkbox"/> 85 Meter Violation \$30</td> <td><input type="checkbox"/> 375 No Stopping Zone \$50</td> </tr> <tr> <td><input type="checkbox"/> 361 Restricted Zone \$50</td> <td><input type="checkbox"/> 93 Permit Parking \$50</td> </tr> <tr> <td><input type="checkbox"/> 362 High School Concourse \$50</td> <td><input type="checkbox"/> 99 Obstructing Posted Fire Lane \$100</td> </tr> <tr> <td><input type="checkbox"/> 363 Commercial Overnight \$50</td> <td><input type="checkbox"/> 378 Within 20 ft. of Intersection \$50</td> </tr> <tr> <td><input type="checkbox"/> 83 Unattached Trailer/Semi Trailer \$40</td> <td><input type="checkbox"/> 91 On Crosswalk \$50</td> </tr> <tr> <td><input type="checkbox"/> 364 Wrong Direction \$50</td> <td><input type="checkbox"/> 81 Double Parked \$50</td> </tr> <tr> <td><input type="checkbox"/> 312 Overtime Parking \$50</td> <td><input type="checkbox"/> 80 Moving Van or POD \$50</td> </tr> <tr> <td><input type="checkbox"/> 366 On Sidewalk \$50</td> <td><input type="checkbox"/> 98 Within 10 ft. of Hydrant \$100</td> </tr> <tr> <td><input type="checkbox"/> 87 Bus Stop \$100</td> <td><input type="checkbox"/> 88 Handicapped Parking \$200</td> </tr> <tr> <td><input type="checkbox"/> 368 Loading Zone \$50</td> <td><input type="checkbox"/> 89 Obstructing Handicap Ramp \$200</td> </tr> <tr> <td><input type="checkbox"/> 369 Obstructing/Within 2 ft. Driveway \$100</td> <td><input type="checkbox"/> 10 Failure to Display Valid Registration Plate \$50</td> </tr> <tr> <td><input type="checkbox"/> 370 Over 1 ft. from Curb \$50</td> <td><input type="checkbox"/> 11 Invalid/Expired Inspection Sticker \$50</td> </tr> <tr> <td><input type="checkbox"/> 371 Construction Zone \$50</td> <td colspan="2"><b>Declared Snow Emergency:</b></td> </tr> <tr> <td><input type="checkbox"/> 82 Parking/obstructing bicycle lanes \$50</td> <td><input type="checkbox"/> 95 Tow Zone/Obstructing Snow Plow \$100</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 383 Unattached Trailer \$50</td> <td><input type="checkbox"/> 97 Within 20 ft. of an Intersection \$100</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 372 Traffic Island \$50</td> <td></td> <td></td> </tr> </table>				<input type="checkbox"/> 358 Over 48 Hours \$50	<input type="checkbox"/> 384 Leaving less than 12 ft. \$50	<input type="checkbox"/> 359 Taxi Stand \$50	<input type="checkbox"/> 94 Obstructing Street Sweeping \$50	<input type="checkbox"/> 85 Meter Violation \$30	<input type="checkbox"/> 375 No Stopping Zone \$50	<input type="checkbox"/> 361 Restricted Zone \$50	<input type="checkbox"/> 93 Permit Parking \$50	<input type="checkbox"/> 362 High School Concourse \$50	<input type="checkbox"/> 99 Obstructing Posted Fire Lane \$100	<input type="checkbox"/> 363 Commercial Overnight \$50	<input type="checkbox"/> 378 Within 20 ft. of Intersection \$50	<input type="checkbox"/> 83 Unattached Trailer/Semi Trailer \$40	<input type="checkbox"/> 91 On Crosswalk \$50	<input type="checkbox"/> 364 Wrong Direction \$50	<input type="checkbox"/> 81 Double Parked \$50	<input type="checkbox"/> 312 Overtime Parking \$50	<input type="checkbox"/> 80 Moving Van or POD \$50	<input type="checkbox"/> 366 On Sidewalk \$50	<input type="checkbox"/> 98 Within 10 ft. of Hydrant \$100	<input type="checkbox"/> 87 Bus Stop \$100	<input type="checkbox"/> 88 Handicapped Parking \$200	<input type="checkbox"/> 368 Loading Zone \$50	<input type="checkbox"/> 89 Obstructing Handicap Ramp \$200	<input type="checkbox"/> 369 Obstructing/Within 2 ft. Driveway \$100	<input type="checkbox"/> 10 Failure to Display Valid Registration Plate \$50	<input type="checkbox"/> 370 Over 1 ft. from Curb \$50	<input type="checkbox"/> 11 Invalid/Expired Inspection Sticker \$50	<input type="checkbox"/> 371 Construction Zone \$50	<b>Declared Snow Emergency:</b>		<input type="checkbox"/> 82 Parking/obstructing bicycle lanes \$50	<input type="checkbox"/> 95 Tow Zone/Obstructing Snow Plow \$100		<input type="checkbox"/> 383 Unattached Trailer \$50	<input type="checkbox"/> 97 Within 20 ft. of an Intersection \$100		<input type="checkbox"/> 372 Traffic Island \$50		
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 <b>SX350240505</b>																																											
YOU MAY PAY WITH DISCOVER / MASTERCARD / VISA VIA THE INTERNET AT <a href="http://www.parksomerville.com">www.parksomerville.com</a> OR BY PHONE AT 1-844-807-9069.																																											
ENDORSE CHECK OR MONEY ORDER PAYABLE TO SOMERVILLE PARKING CLERK IN THIS ENVELOPE AND MAIL WITHIN 21 DAYS. IF PAYMENT IS MADE AFTER 21 DAYS, THIS FINE IS INCREASED.																																											
WALK IN PAYMENTS CAN BE MADE AT TRAFFIC AND PARKING DEPT., 133 HOLLAND ST, SOMERVILLE, MA 02144 BETWEEN 9:00 AM AND 4:00 PM MONDAY THROUGH WEDNESDAY, 9:00 AM TO 7:00 PM THURSDAY AND 9:00 AM TO 12:00 PM FRIDAYS. FOR INFORMATION CALL 311 OR IF OUTSIDE THE CITY, CALL (617) 666-3311																																											
REMOVE TO EXPOSE ADHESIVE																																											

## **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:

- **Over the Counter (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 Web (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 Web (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 WEB (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 2009.

Vendor shall have an open API and ability to transfer information to and from an outside collection agency.

- 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 all the Officers 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 alert the Officer on the on the third day to determine if a ticket should be issued or not. On the fourth day of marking the vehicle a ticket will automatically be issued.

All guest logs must appear in the vehicle plate account with date and time of logging regardless of a violation being issued.



## **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

##### **\*Visitor 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 i.e. 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

**APPENDIX 13**  
**ONLINE PERMIT ORDERING PORTAL**

The Vendor shall have a hyperlink to their online portal from the parksomerville.com portal. All customers will log into the City website to access the online portal.

The online portal will be accessible by the customer by email and password. If the password is lost a link to reset password will be provided.

All online orders are a one-step process.

The workflow is as follows:

- Customer establishes account
- Customer orders permit(s)
- Customer uploads supporting documentation
- Customer inputs credit card/debit card
- Order received by City
- Order accepted, payment processed, permit issued
- Order denied, no payment taken, email generated to customer with reason why order is denied.
- Customer begins process again keeping the established account.

The City will provide the business rules necessary for the customers to understand the documents necessary to obtain permits

### Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in this section of the 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. The Comparative Evaluation Criteria are:

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

Factor 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.

Factor 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.

Factor 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.

<b>Factor 4: Documentation of Annual Processing (For At Least Two Consecutive Years) of Newly Issued Violations</b>	
<b>Highly Advantageous</b>	Proposer processing more than 250,000 newly issued violations.
<b>Advantageous</b>	Proposer processing between 200,000 - 250,000 newly issued violations.
<b>Not Advantageous</b>	Proposer processing between 150,000 - 200,000 newly issued violations.

<b>Factor 5: Documented Experience in Implementing the Automated Marking and Clearing Procedures for License Registration Non-Renewals</b>	
<b>Highly Advantageous</b>	Proposer has more than four (4) years of experience implementing the automated marking and clearing procedures with the Registry.
<b>Advantageous</b>	Proposer has between 3 – 4 years of experience implementing the automated marking and clearing procedures with the Registry.
<b>Not Advantageous</b>	Proposer has between 2 – 3 years of experience implementing the automated marking and clearing procedures with the Registry.

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

<b>Factor 6: Project Manager with Ticketing Processing Experience</b>	
<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 less than 2 years of ticket processing experience.

<b>Factor 7: Project Manager with Residential Parking Program Experience</b>	
<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 less than 2 years of residential parking program experience.

<b>Factor 8: Documented Ability to Provide a Residential Permit Parking Program</b>	
<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:*

Factor 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.

Factor 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.

## Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed proposal.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1 through 53, 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.	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?		
7.	Are you able to retrieve archived information within one week?		
8.	Are you able to provide back-up of all files?		
9.	Are you able to restore all files from back-up?		



10.	Can you provide lockbox processing to include payments updated to database within 48 hours of receipt?		
11.	Can you provide Data entry/processing to include ticket documentation, updated to database within 72 hours of receipt?		
12.	Can you provide a Lessor Noticing Program capable of inputting name/address provided by lessor?		
13.	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?		
14.	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?		
15.	Can you provide all software items associated with implementing LPR and RVI systems?		
16.	Can you provide handheld enforcement terminals that interface with 3rd party vendors, including IPS single-space meters, Parkeon Technology multispace meters, and the Parkmobile Paybyphone pay-by-phone system?		
17.	Can you provide new computer terminals, printers, and payment receipting equipment as stated in Section I, Scope of Services? (New Vendors)		
18.	Can you provide all telecommunication links?		
19.	Will you be able to provide service/access with the Massachusetts RMV? Nemlets?		
20.	Can you generate all reports listed in Appendix 9? Are all the permits able to be downloaded into an excel format without additional formatting? In excel, CSV and Access formats? <b>Do you use Chrystal reports?</b>		
21.	Can you provide documented ability to provide a residential permit parking program that would: <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>		
22.	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: <ul style="list-style-type: none"> <li>o Name?</li> </ul>		

	<ul style="list-style-type: none"> <li>○ Registration Number?</li> <li>○ Address?</li> <li>○ Permit Number?</li> <li>○ Account Number?</li> <li>○ Guest Card Number?</li> </ul>		
23.	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?		
24.	Can you store physical ticket copies after entry for at least three months – copy to be deliverable upon request, within three (3) days?		
25.	Can you accommodate changes to fines as required by City Ordinance within thirty (30) days?		
26.	Can you provide training as outlined in the Scope of Services?		
27.	Can you document experience in providing electronic computer-generated tickets and ticketing systems, including equipment that would integrate with the hand- written ticket system?		
28.	Can you house an inventory of resident permit parking districts and regulated streets within each district?		
29.	Can you 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?		
30.	Do you have financial controls for tracking and reconciliation of fees collected, and inclusion of fees in a collections report?		
31.	Ability for users to perform all maintenance, updates and payments of Permits or tickets online?		
32.	Ability for users to inquire online using a variety of search parameters?		
33.	Ability to generate notices, and emails for use in renewal or informational mailings?		
34.	Integration with parking management system cashiering module, allowing outstanding balances for parking tickets and new permit sales?		
35.	Configurable to match existing permit data entry flow, for easy transition?		
36.	Interface with other online systems, such as department's website and any other payment providers?		
37.	Ability to assign/allocate multiple permits to single address?		
38.	Ability to assign multiple vehicles to single permit tag (carpools, multi-vehicle families)?		
39.	Allows permit types to be defined with flat-rate, prorated or tiered fee schedules?		

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

In order to provide verification of affirmative responses to items 1 through 53 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.

**Period of Performance**

The period of performance for this contract begins on or about 11/1/2025 and ends on or about 10/31/2028. 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.

**RFP # 25-61**  
**SECTION 3.0**  
**PRICING**

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

- The proposals will be received at the office of the Chief Procurement Officer, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **5/7/2025 by 2PM EST**
- If the **awarded** vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 4.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 4.0; only for services)
- **Awarded Vendor** must comply with all applicable laws, including but not limited to the [Somerville Wage Theft Ordinance](#).
- **Awarded Vendor** must comply with insurance requirements as stated in Section 4.0.
- The Chief Procurement Officer reserves the right to accept or reject any or all proposals and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed proposal package.

**Please provide an all-inclusive lump sum price for the following, and also separately provide a detailed price proposal showing any/all underlying unit cost breakdowns and any/all additional fees:**

<b><u>11/1/2025 - 10/31/2028 Total Base Price Proposal</u></b>	
<b><u>Project Description</u></b>	<b><u>All-Inclusive Base Fee – Lump Sum</u></b>
<b>Parking Management Information System</b> <i>(3 year all-inclusive cost for all items required and specified in Section 2.0)</i>	\$
<b><u>Additionally, please separately provide a detailed price proposal showing any/all underlying unit costs breakdowns and any/all additional fees.</u></b>	
<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>	

**RFP # 25-61**  
**SECTION 4.0**  
Parking Management Information System  
**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 (See Section 2.0)
- ☐ Somerville Living Wage Form
- ☐ Certificate of Non-Collusion and Tax Compliance
- ☐ Certificate of Signature Authority
- ☐ Reference Form (or equivalent may be attached)
- ☐ Supplier Diversity Form
- ☐ 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)

**Price Proposal**

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



**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 7/1/2025 “Living Wage” shall be deemed to be an hourly wage of no less than \$18.28 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

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

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

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

CITY OF SOMERVILLE

Rev. 01/22/2025

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 **7/1/2025** is **\$18.28** per hour.

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

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

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



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

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

\_\_\_\_\_

\_\_\_\_\_



## **SOMERVILLE SUPPLIER DIVERSITY CERTIFICATION FORM**

### **Background**

The City of Somerville is an equal opportunity employer and encourages businesses to apply to work with the City that are representative of the City's diverse community. In an effort to increase the opportunities for disadvantaged and small businesses within Somerville and surrounding communities, the City recognizes Massachusetts' Operational Services Division's Supplier Diversity Office certification program.

### **Application Process**

Applicable parties may learn more about the Commonwealth's supplier diversity certification process and apply here <https://www.mass.gov/supplier-diversity-office>. During the certification process, which takes approximately 30 days, the SDO investigates applicant companies to make sure they meet applicable legal requirements. Under SDO regulations, the applicant firm must prove it is at least 51% owned and dominantly controlled by adult minority, women, Portuguese, or veteran principals who are U.S. citizens or lawful permanent residents. Firms also must be ongoing and independent.

### **Certifications**

Check all those that apply:

- ☐ **Minority Business Enterprises (MBE)**
- ☐ **Women Business Enterprises (WBE)**
- ☐ **Veteran Business Enterprises (VBE)**
- ☐ **Portuguese Business Enterprises (PBE)**
- ☐ **Other** \_\_\_\_\_

The undersigned certifies that the applicant has received certification from the Massachusetts Supplier Diversity Office for the SDO category/categories listed above and has provided the City of Somerville with a copy of the SDO certification letter.

### **CERTIFIED BY:**

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

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

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

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



## 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 safeguard 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 Department of Public Works, at:

[fleetinspections@somervillema.gov](mailto:fleetinspections@somervillema.gov) or call 617-625-6600 ext. 5100

### 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 reason:

☐ Vehicles do not meet or exceed Class 3 GVWR

☐ Vehicles do not exceed 15 MPH

☐ No vehicles on project

☐ Other: \_\_\_\_\_

# 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 feet of or along side 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)



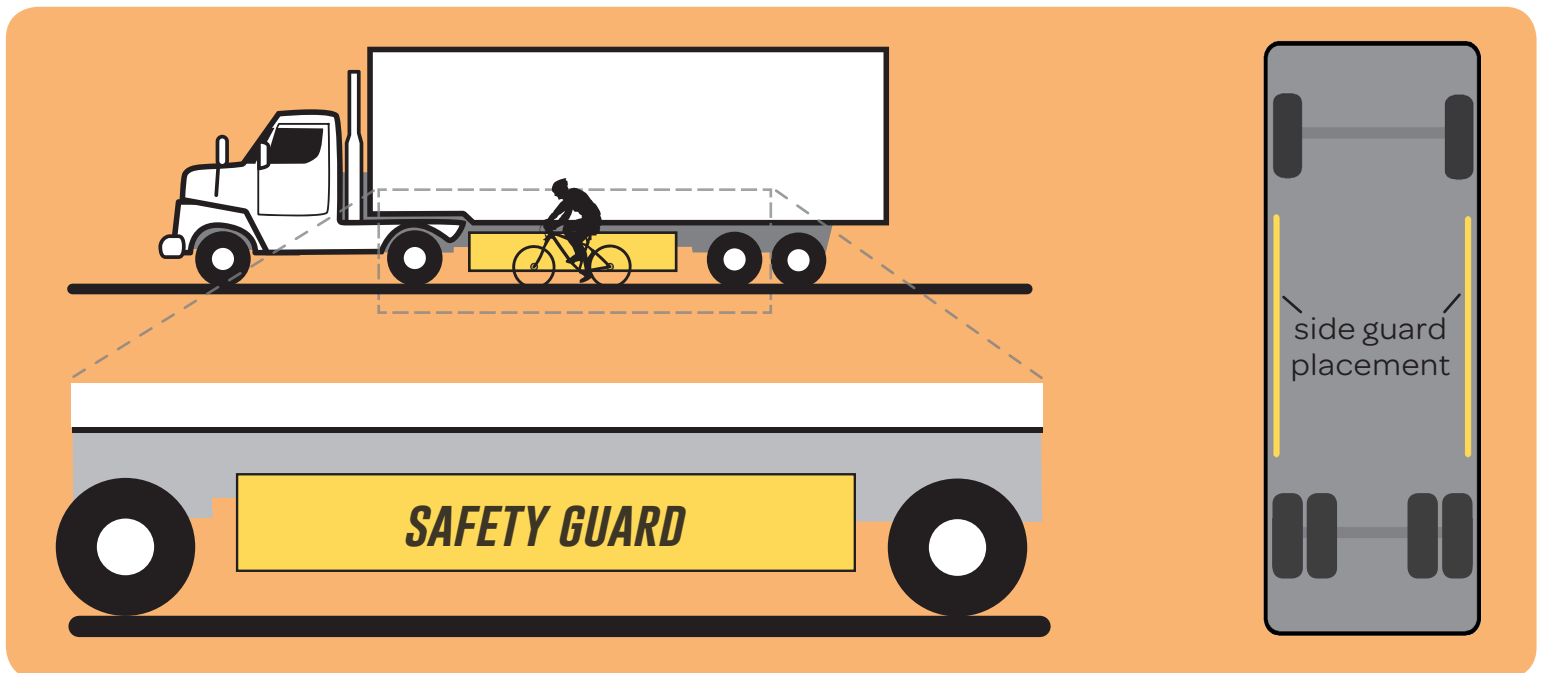


CITY OF SOMERVILLE

# 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.



**Request for Taxpayer  
Identification Number and Certification**

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

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

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

**Part II Certification**

Under penalties of perjury, I certify that:

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.

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

**General Instructions**

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

**Future developments.** 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).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their 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 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, 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, as described in item 4 under “*By signing the filled-out form*” 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### 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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN](http://www.irs.gov/EIN). 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**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 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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

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

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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.

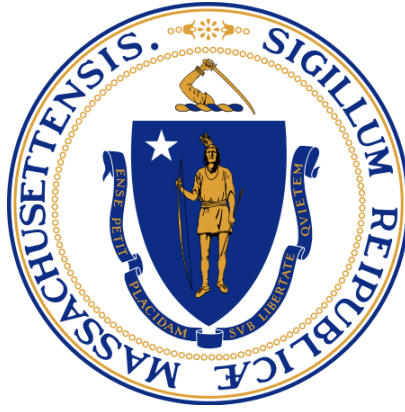
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

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 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.

Go to [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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



## 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.



## INSURANCE SPECIFICATIONS

### INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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

#### A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ 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  
c/o Procurement and Contracting Services Department  
93 Highland Avenue  
Somerville, MA 02143**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

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

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE  
c/o PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

**CANCELLATION**

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

**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.