

**FILE NO. 6893**  
**REQUEST FOR PROPOSALS FOR PARKING MANAGEMENT**  
**INFORMATION SYSTEM**

Sealed proposals will be received at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge Massachusetts 02139 until **11:00 am on Thursday, July 9, 2015** for providing the following services to the City of Cambridge:

The undersigned hereby proposes to provide all labor, materials and equipment necessary for the provision and operation of the Department of Traffic, Parking and Transportation, PARKING MANAGEMENT INFORMATION SYSTEM (PMIS).

The PMIS is a large volume, highly complex computer-based operation that integrates and supports numerous elements for the processing and adjudication of parking violation tickets. The provision and operation of a PMIS will require a single-point-of-responsibility for such services.

Copies of the Request for Proposal may be obtained at the Office of the Purchasing Agent on or after **Thursday, June 18, 2015**, 8:30 a.m. to 8:00 p.m. on Mondays, Tuesday through Thursday from 8:30 a.m. to 5:00 p.m., and Fridays from 8:30 a.m. to noon. This RFP may be downloaded from the City's website: [www.cambridgema.gov](http://www.cambridgema.gov), online services, Purchasing Bid List, Regular RFP, File No.6893. The City of Cambridge reserves the right to reject any or all proposals, waive any minor informalities in the proposal process, and accept the proposal deemed to be in the best interest of the City.

**There must be no mention of the applicant's fee in the proposal. Any mention of the fee will subject the proposal to rejection.**

Questions concerning the Request for Proposals must be submitted in writing by 4:00 p.m. on **Tuesday, June 30, 2015** to **Amy L. Witts, Purchasing Agent** at the address above or by fax (617) 349-4008. Answers to questions will be posted to the website in a form of an Addendum.

**Two separate sealed envelopes, a sealed envelope containing one (1) original and five (5) copies of the non-price proposal marked "Non-Price Proposal –Parking Management Information System and one sealed envelope containing the price proposal form marked "Price –Proposal- Parking Management Information System" must be received by Amy L. Witts, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, prior to **11:00 AM, Thursday, July 9, 2015**. Any proposals received after such time will not be accepted, unless the date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Agent by the established deadline.**

**Amy L. Witts**  
**Purchasing Agent**

**Terms and Conditions**

The terms and conditions of any contract awarded through this procurement are attached hereto and shall be affirmed by the City and selected proposer.

1. The proposers bid will remain in effect for a period of 90 days from the deadline for submission of proposals or until it is formally withdrawn, a contract executed or this RFP is canceled, whichever occurs first.
2. The Purchasing Agent shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.
3. A sample contract is attached hereto (**Appendix A**). The bidder must be willing to sign the City's contract. **The City will not accept a bidder's terms & conditions.**
4. Rule for Award: The City will award a contract to the proposer submitting the most advantageous proposal taking into consideration the proposals Quality Requirements, Evaluation Criteria and composite ratings, references and price.  
Rates must remain firm or be reduced throughout the life of the contract. A Contract will be awarded within 90 days unless award date is extended by consent of all parties concerned.
5. The City of Cambridge Living Wage Ordinance is applicable. The current living wage rate is \$14.95 per hour (the ordinance is attached, **Appendix B**)
6. Terms and Conditions, (**Appendix C**)
7. Cori Ordinance and Cori Policy (**Appendix D**)
8. The contract period shall commence on the date of execution of the contract by the City of Cambridge and shall be in effect for three years.

## **INSTRUCTIONS TO PROPOSERS**

1. **Two separate sealed envelopes, one sealed envelope that contains one (1) original and five (5) copies of the non-price proposal marked “Non-Price Proposal marked Parking Management Information System and one sealed envelope that contains one (1) original price summary form marked “Price Proposal – Parking Management Information System” must be received by the Purchasing Agent, City of Cambridge, 3<sup>rd</sup> floor City Hall prior to 11:00 AM, Thursday, July 9, 2015.** Chapter 30B requires that price proposals must be separate from technical proposals. **Therefore please make no reference to price in the non-price proposal. Failure to adhere to this requirement will result in disqualification.** It is the sole responsibility of the proposer to insure that the proposal arrives on time at the designated place. Parking is limited at City Hall so it is strongly recommended that proposals are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted.
2. The signature of the authorized official(s) must be provided on all the proposal forms. All proposals should be double -sided in conformance with the City's recycling policy.
3. The signature of the authorized official(s) should be organized and presented as directed. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, the proposer should not make claims that they are not prepared to commit to contractually.
4. The Price Proposal form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm for the duration of the contract. The proposal submitted must be without conditions or exceptions.
5. Failure to answer any questions, to complete any form or to provide the documentation required will be deemed non-responsive and will result in automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
6. All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to:

Amy L. Witts, Purchasing Agent  
795 Massachusetts Avenue  
Cambridge, MA 02139.  
**or faxed to (617)349-4008**

**No requests or questions will be accepted after 4 p.m. on Tuesday, June 30, 2015.**

Please include the name, address, e-mail address, telephone number and fax number, if available, of the person to whom additional information should be sent. Any information sent to one proposer will be sent to all proposers. **Answers to questions will be posted to the website in a form of an Addendum.**

7. Proposals must be unconditional. However, prior to the proposal opening proposers may correct, modify, or withdraw proposals by written request to , Joan Dillon, Assistant Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139. A letter will be sufficient for withdrawal of a proposal up the date of the proposal opening. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope labeled "Consulting, Analysis, & Implementation services PeopleSoft Upgrade - Modification to (or Withdrawal of) Proposal.

### **EVALUATIONS OF THE PROPOSALS**

All non-price proposals will be reviewed by the Evaluation Committee in accordance with M.G.L. Chapter 30B. Final selection will be based on evaluation and analysis of the information and materials required under the RFP, including information obtained by direct contact with references. The Evaluation Committee will be composed of City staff from several City departments.

Proposals that meet the Quality Requirements will be reviewed for responses to the Comparative Evaluation Criteria. Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, or Not Advantageous to each Comparative Evaluation Criteria. Based on the Comparative Evaluation Criteria ratings, a composite rating by the Evaluation Committee will be determined for each proposal.

All proposers will be asked to participate in an onsite interview and make in person presentations to the Evaluation Committee. Proposers should therefore be prepared to travel to Cambridge for this interview and presentation. Presentations shall be made by the staff to be assigned to the contract and the project manager and other personnel who will be working on the project on a day-to-day basis should be present Proposers will be expected to answer questions from the Evaluation Committee. The City will not assume any costs related to these interviews and presentations. **The presentations will be scheduled for July 14 and 15 in Cambridge.** The City will provide a Wi-Fi connection for vendors to use during the presentations. Additional information regarding the interview structure and format will be provided to the proposers in an addendum, while interview timing will be provided to the proposers soon after the July 9<sup>th</sup> submission deadline.

References will be contacted to determine if the proposer is responsive and responsible. References will be asked about their over-all impression of the proposer's quality of services performed and the timeliness of service delivery. The City reserves the right to use itself as a reference and to contact references other than those submitted by the proposer.

After evaluation of the non-price proposals is complete, the price proposals will be opened. The price proposals will be evaluated and ranked by the Assistant Purchasing Agent. The contract will not necessarily be awarded to the proposal that receives the highest ranking with respect to the price proposal. The City will award the contract to only one responsive and responsible proposer submitting the most advantageous proposal taking into consideration the proposals' quality requirements, evaluation criteria and composite ratings, interview, references and price. Before awarding the contract, the City may request additional information from the proposer. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met or for any other reason.

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## Article I. Scope of Services

### SECTION 1.0 - Scope of Services Overview

The City of Cambridge Department of Traffic, Parking and Transportation (TPT) Department located at 344 Broadway employs a comprehensive approach to managing the City's transportation system, including both street and parking management. The purpose of this document is to solicit proposals to provide TPT with for an automated Parking Management Information System (PMIS). The PMIS must integrate and support every facet of parking ticket, parking facility, and overall parking management elements from ticket procurement to final disposition as well as the City's multiple parking permit programs.

In FY14, the City issued 316,558 tickets. Through May, FY15 ticket issuance is 13,190 tickets lower than the same month in FY14 due to the effects of the large amount of snow this winter and other factors. The City projects FY15 total issuance will be approximately 304,000 tickets. In FY14 \$11.2 million was collected from all sources (i.e. ticket payments, boot charges and Resident Parking and other permits). FY15 revenue is projected to be \$10.9 million from the same sources. As of May 31, 2015 there were 1,122,244 unpaid and 2,856,577 paid tickets active in the current system. In addition, the system has 8,709,639 paid tickets archived in its database. The vendor must provide the City with archived ticket data when requested by the City.

The City requires that the functions associated with parking violation ticket record keeping, processing, adjudication, collection 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, local support, and other requirements fully operational in an efficient manner on the date that the vendor assumes responsibility for the City's PMIS.

The components of the PMIS support and provide a critical revenue source to the financing of the City. Any failure or delay in providing the necessary services that generates a reduction in the City's revenue attributable to factors under the vendor's control will be considered potential grounds for termination of the contract. Upon notification by the City of such a situation, the vendor will have 7 days to respond by resolving and correct 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.

Key components of the system include:

- Registrant data acquisition from the Massachusetts RMV as well as other states' motor vehicle agencies;
- Electronic interface with the Massachusetts RMV registry mark and hold program for registration and license non-renewal ;
- On-street parking management activities including residential parking permits, visitor passes, and business permits;
- Consolidated cashiering system with adequate audit trails, edits and controls on all financial transactions;
- Management and control functions including the reporting of enforcement unit management, the automatic calculation and assessment of penalties to violations not paid within stated limits reports;
- Lockbox services, ideally with a local address;
- Document image processing and workflow management;

- Adjudication components to support in house parking ticket disputes and resolution, including the potential for online hearing scheduling and online hearings as well as the automatic backing-out, holding in abeyance, and reactivation of penalties;
- On-line 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;
- Conducting real-time editing of transactions entered through the on-line environment;
- Maintaining a history of system generated events and processing transactions that can be viewed on-line;
- Support for the City's enforcement program including providing, programming and maintaining handheld ticket writing machines and supplies and providing paper tickets 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 and;
- Providing network capability, equipment, services and supplies.

## **SECTION 1.01**

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

Employees of several City of Cambridge Departments issue tickets either by using a paper-based ticket book or by a hand-held device. Paper based tickets are to be picked-up each business day by a bonded Courier provided by the Vendor at the City's 344 Broadway office and delivered to the Vendor's local Cambridge area office or other appropriate location for processing and data entry at that office. The Contractor shall be responsible for reconciling differences between the number of violations received from the City and the number of violations actually processed and updated to the master violation file. Hand-held generated ticket data is electronically transferred to the Vendor's premises and must be in the system by start of business the following day.

In addition, this courier must pick-up and deliver supplies including boxes of tickets and envelopes, equipment to be repaired including handheld ticket writing devices, correspondence and other assorted items between both the City's 344 Broadway office and the vendor's Cambridge area 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 his/her control at all times.

## **SECTION 1.02**

### **Parking Ticket Data Entry**

The Vendor must perform data entry of the information from all paper tickets into the PMIS database. Paper ticket information must be entered into the database within one business day of delivery to the Vendor's premises. The vendor is responsible for supplying the inventory of paper-issued tickets and these tickets are to be bound in books of 25 (twenty-five) tickets per book with a cover. During FY14 the City wrote 10,652 paper tickets. However, in order to provide sufficient ticket books for all Cambridge Police Officers, the vendor must provide 50,000 paper tickets over the three year contract term. 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 bar code. Ticket books shall be ordered in an amount to cover 12 months, unless otherwise approved by the City, to allow for any changes in wording 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 store the tickets and deliver them to the City in amounts as requested by the City. The Vendor will produce and deliver paper-issued tickets at no additional charge beyond the price quoted in the price summary form of this RFP.

### **SECTION 1.03**

#### **Updating Tickets to the On-Line and Master Files**

The Vendor, within one working day of receiving the 'Daily File' of newly entered information from all paper tickets, must add this information to the Master Violations File and match the vehicle registrations appearing on the issued tickets against the records in the Master Violations File. The Vendor is responsible for validating the information entered from the ticket, this should include 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 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 on-line access and system usage once it has been added to the Master Violation File.

### **SECTION 1.04**

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

The Contractor shall rent a post office box or other postal address within Cambridge, and all correspondence sent to that address shall be removed by the Contractor via bonded messenger at the beginning of each processing day and delivered to the Vendor's lockbox processing facility. The Contractor 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 Century Bank in Medford, MA). Checks and money orders shall be scanned at the lockbox and electronically deposited in the account at the designated bank through the Check 21 process.

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 meter 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 Section of 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 back to the sender by the Vendor with an explanation on stationery with City of Cambridge letterhead. The vendor shall keep a log of all payments returned to the sender.

The Vendor shall process all checks returned unpaid by entering the bounced check fee, currently \$25, 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 of 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

The Vendor shall maintain effective security over cash, checks, and terminals. This includes the timely 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 344 Broadway and City Hall). The vendor is required to produce a daily report of all lockbox transactions.

## **SECTION 1.05**

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

The Vendor shall provide a fully integrated 'Point of Sale' Payment Processing System which will allow cashiers at 344 Broadway and City Hall to accept payments and to process payment adjustments in an on-line, "real-time" environment.

The payment system must accommodate payment in cash and by personal check, money order and credit and debit cards and must notate the payment record and Master Violations File of the method of payment and location of payment. Currently, credit card transactions are transmitted to the City's credit card processor via telephone lines. If the City decides to change to transmitting this data via the internet, the vendor shall assist this City by sending this information through the vendor's communication line dedicated to the cashiering system.

The cashiering system must accommodate the following features:

- a) on-line, real time payment acceptance for:
  - whole ticket payments and partial ticket payments
  - multiple whole and multiple partial ticket payments
  - whole registration payments
  - multiple whole registration payments
  - partial and whole fee payments (e.g. boot fees, bad check fees)
  - residential parking permit payments, business permits, etc.
  - split payments - with 2 methods of payments allowed for 1 transaction.
- b) On-line, real-time adjustments to payment information to correct cashier errors.
- c) The on-line, 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 with the cashiers also having 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 on-line, 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, fee and fee type, date and amount paid on the check or money order with the ability to re-print the endorsement data if desired or needed.
- f) The generation of a payment receipt showing: payment date, payment time, method of payment, registration state, registration number, ticket number, amount due on each ticket, amount paid on each ticket, boot fee paid, tow fee paid, storage 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 desired or needed.
- h) Creation of a backup transaction record for each ticket or other transaction, printable on command, containing all data captured on each on-line transaction.
- i) Acceptance of off-line 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 off-line transaction.

The on-line payment system shall generate a daily payment activity report to facilitate and properly control cashier closing procedures at the end of each cashier shift. This detailed report shall include for each cashier / cashier I.D:

- registration state and number;
- a notation to indicate that the transaction was processed via the on-line system
- violation number;
- transaction type;
- payment method (i.e. cash, check, money order, credit card, debit card);
- dollar amount paid;
- time of the payment;
- 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)
- penalties
- boot fees
- storage fees
- bad check fees
- permits

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 desired or 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 in order 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 on-line, real time skeletal record containing, at a minimum, violation number and payment disposition date. The skeletal transaction shall be matched against and applied to new violation records created on the Master Violations File.

#### 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 344 Broadway and City Hall. 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.

#### Automated Refund System

The Vendor shall provide an on-line real time refund system which shall interface with the City's accounting system. The Vendor shall be required to:

- Reapply the refund amount against other outstanding tickets as well as fees (i.e., boot fees, storage fees, etc.), in accordance with payment reapplication policies established by the City;
- Record the refund and refund amount against the master violations file and archive file;
- Produce a refund data file for City processing of refund payments;
- Generate a data file containing a report by name in alphabetical order of all refund transactions with dollar amount of each refund and total amount; and
- Produce refund transactions by way of File Transfer Process (FTP) for the interface with the City's accounts payable system.

## **SECTION 1.06**

### **Required Screen Data - Customer Service Inquiry Screens**

The Vendor must provide detailed and comprehensive on-line 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;

## **SECTION 1.07**

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

Vendor must provide an On-Line, Real-Time Dispute and Adjudication Processing System that is comprehensively integrated with all system elements in the PMIS.

The City receives phone, walk-in, and mail inquiries that result in disputes at a proportion of approximately seven to ten percent of tickets issued during a year. The Vendor's Dispute and Adjudication Processing System must fully support the City's efforts to optimize responsiveness to disputes. It must provide an on-line system which is accessed through the City of Cambridge's web-site ([www.cambridgema.gov/traffic](http://www.cambridgema.gov/traffic)) and then immediately connects the general public to the vendor's PMIS to complete a web-based form for disputing parking tickets. The form will capture the pertinent data input by the customer and describes the "who", "what", "where", "when" and "why" of the ticketing information and the reason for their dispute. The Vendor will accommodate the "uploading" of images or documents provided by the customer in support of their web-based dispute. These images may be any one of several file types denoted as (jpg), (png) or (tif) and any other types the vendor can accommodate as denoted by the customer. Upon filling out the form and submitting the accompanying images, some members of the public may be convinced that the dispute process should be curtailed. The vendor needs to provide the ability to go from the web-based form to the City's Pay-by-Web link automatically where the person can then pay the ticket.

Upon completion of the form, the Vendor will generate an e-mail to the citizen acknowledging receipt of their dispute and that a decision will be rendered within a certain amount of time. The Vendor will change the status of the ticket that is being disputed by the customer in such a way that all late-fees or penalties are suspended or placed in abeyance for a certain period of time. This “suspension of fees” period of time should be able to be set or determined by the appropriate staff at the individual ticket level. The Vendor will denote that the ticket has been disputed by a mark or a symbol and visible to all ticket inquiries within the PMIS and that the web-based form, as submitted by the citizen, is attached and indexed to the ticket as well as the submitted images or documents, accompanying the web-based form, are also visibly marked and viewable within general ticket inquiries within the PMIS.

Based upon the type of ticket and dispute the customer is submitting as previously checked-off on the web-based form e.g., parking meter, signage, resident permit or visitor’s pass, the vendor will also generate an e-mail to the appropriate department involved (meter-shop) (sign-shop) etc. and include a facsimile of the ticket and the comments submitted by the citizen.

The submitted web-based form and accompanying documents will also be added to the queue of work which is reviewed each day by the Hearing Officer and other appropriate personnel. This un-processed work “queue” or work-flow facility within the PMIS is populated each day with the prior night’s completed processing and the various “queues” are “emptied” out or “processed” as decisions are made on the final disposition within the PMIS. A citizen initiated dispute can be deemed valid and the ticket is to be dismissed. Or it can be deemed not valid and the citizen is held responsible for payment. Or it may require further research before a decision is rendered. The rendering of the adjudication decision will prompt correspondence to be generated such as a dismissal notice, a denial notice for the appropriate type of ticket, a request for further information from the citizen or the acknowledgement that the request is still under review. The adjudication system must allow the Hearing Officer to include comments to the citizen in this correspondence via free form responses or to select comments from a dropdown list. The Vendor will produce and mail these various correspondence letters at no additional charge for the production and mailing.

The Vendor will also provide the facility to denote that some disputed tickets have been further pursued by the citizen with a request for a face-to-face hearing with the Hearing Officer. The Hearing Officer 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 produce correspondence and/or an e-mail notifying the citizen of the date and time of the appointment.

Currently Parking Services has three sources of receiving disputes, online, white mail and walk-ins. The vendor will be required to combine these three sources into one unified process. The Vendor will support “voice-recording” the actual Hearing as conducted by the Hearing Officer with a fully-functional play-back facility, to be provided by the City, that is electronically stored and accessible to Department managers.

## SECTION 1.08

### 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 vendor must provide real time MA RMV database access that is not terminal-dependant but rather user/id secure. Anyone who is authorized to access the MA RMV can do so from any departmental terminal, for any length of time, without having to reestablish the session during normal business hours.

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 Cambridge and the Commonwealth.

FY14 Massachusetts issuance was 267,994 tickets.

The Vendor must provide registrant information from Massachusetts and the twenty-two (22) states and provinces listed below and is expected to obtain registrant information from the other non-MA states and the largest Canadian provinces. If the vendor is unable to obtain information from a state or province, it shall notify the City why it cannot do so and what steps it is taking to obtain this information.

#### **FY 2014 Out of State Issuance: 45,420 Tickets (for the top 22 States and Provinces)**

	<u>State</u>	<u>Number of Tickets</u>
1.	NH	8,978
2.	NY	6,399
3.	CT	4,975
4.	RI	3,672
5.	NJ	3,486
6.	ME	2,082
7.	PA	2,056
8.	FL	2,047
9.	VA	1,370
10.	MD	1,362
11.	VT	1,312
12.	CA	1,092
13.	IL	975

14.	TX	824
15.	OH	704
16.	MI	654
17.	NC	579
18.	GA	497
19.	TN	485
20.	ON	483
21.	AZ	477
22.	IN	404

#### Significant Character Requirement

The Vendor must accommodate the treatment of '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, and “&” (ampersands) 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 their issuance.

#### 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 their 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 on-line 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 on-line 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 65 years of age or older,
- 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 15 days of the violation issuance date if the ticket is not paid. If it has not been updated within 45 days the information should be requested again if the ticket remain unpaid. If again it has not been identified and remains unpaid it should be requested again at 105 days. The vendor will be required to update registrant information for all Massachusetts registrant plates on a yearly basis.

The Vendor should 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 on-line 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).

#### On-Line Request and Processing of MA 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 MA 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-MA MVAs for Boot Eligible Vehicles

All non-MA boot eligible vehicles without Name and Address Registrant data must be reported to Non-MA MVAs by the Vendor in order to meet the noticing requirements of Mass Chapter 90 20A ½.

## **SECTION 1.09**

### **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 defined notices e.g. special notices sent to violators who have previously received the original four notices. . In FY14 the City's vendor mailed 177,016 notices regarding 206,154 unpaid tickets; 16,636 correspondence letters; 20,403 Resident Parking and Visitor Permit Renewal letters; and 17,581 Resident Parking and Visitor Permit Renewal postcards.

#### **Mail House Function**

The Vendor shall be responsible for the timely 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.

## **SECTION 1.10**

### **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 5 or more unpaid tickets which have all exceeded the payment due date by more than 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 there exist other registrations under the same customer's name or license number, the status can be changed from "Boot Eligible" to "Boot Eligible – More Plates"
- e) That upon review of an account deemed boot eligible and City staff initiate the actual "booting" or immobilizing of the vehicle, monetary transactions take place within the PMIS to reflect a "Boot Fee" and a "Storage Fee" to the customer's account. These fees are currently advertised as \$25.00 for the boot device and \$20.00 for the 1 day "storage" subject to change by the City at any time with sufficient notice to the public.
- f) That for each day after the placement of the boot device, an additional "storage" transaction of \$20.00 per day will be assessed on the account of the violator until all tickets and accumulated fees are paid or the vehicle is towed. The booted vehicle is subject to towing after three days and there needs to be a separate and discrete monetary transaction record indicating the boot fee and each storage fee assessed.
- h) That upon review of a customer's account that has had a boot device placed, the date and time the vehicle was immobilized and the determination is made to have the vehicle "towed", the status can be changed to "Towed" and a "Tow Date" can be reflected on the customer's account and a "Towed To:" designation can be applied by the staff along with a 30 character field indicating the appropriate and user defined "Towing" company.  
The system should Identify Tow Company by name rather than a number.
- i) That every week the vendor shall generate a list of all vehicle registrations that are boot eligible and that City enforcement personnel 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 information by the state. The City reserves the right to alter the format of the Seizure List.
- j) That the boot eligible vehicle registrations will be downloaded to the handheld ticketing units on a daily basis and the Parking Control Officers will receive notification if tagging a boot eligible vehicle.
- k) That the removal of the boot based upon extenuating circumstances or management discretion will generate a reversal transaction of each discrete monetary element of the previously assessed fees.

## **SECTION 1.11**

### **Fleet Vehicles**

The vendor is required to have a fleet system module designed to make the relationship between the City and companies that are frequently within the City boundaries more tolerable. Based on the agreement the City has with the company typically late fees are not charged to plates in a fleet.

On a recurring basis (currently runs every 6 weeks), the vendor generates a comprehensive billing report for the City and multi-owners to review their open citations. This report supports the City in an efficient and timely collection of revenue. The billing report lists 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 should 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 government agency or fleet company to clearly see which tickets were issued to their vehicles. The vendor's database must be set up so as to not assess late penalties, produce past-due notices, or set seizure flags on fleet or government plates (nor should the vendor remove late fees from license plates that were assessed prior to the joining of the fleet).

The Vendor is required to offer a Self-service Web Accessed Pay-By-Web Interface. These components permit a fleet to maintain their own contact and vehicle information rosters, view, import, and print current invoices and reports, and pay invoices via our Pay-by-Web interface. This self-service feature provides fleet vendors 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.

## **SECTION 1.12**

### **Pay-By-Phone and Pay-By-Web Applications**

The Vendor will provide a Pay-By-Phone operation including software, support and maintenance capable of handling, at a minimum, credit card payments. The pay-by-phone voice response application must allow callers to make payments for outstanding tickets via credit card by a touch-tone telephone on a 24 hour, 7 day a week basis. Pay-by-phone features must include:

- 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 with either the ticket number or notice number. Both applications should allow payments for RMV holds and booted vehicles.

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

The Vendor will provide a Pay-by-Web application including software, support, and maintenance capable of handling credit card payments. The Vendor will be required to provide access to the Pay-By-Web application via the City of Cambridge's website ([www.cambridgema.gov](http://www.cambridgema.gov)). The Web interface must be consistent with the overall design of the City of Cambridge web site.

#### **Credit Card Processing Requirements for Pay-by-Phone and Pay-by-Web Applications**

All credit card payments made by phone or web will be transfers via the merchant bank or clearinghouse to the designated City of Cambridge bank account. The vendor is responsible for

insuring real-time authorizations of all credit card payments. Daily audit and reconciliation reports must be provided. All payments must be updated on-line 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 Cambridge bank which reconciles to the daily balance report and the City of Cambridge 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 Card holders who are using the Pay-by-Web and Pay-by-Phone applications and its credit card processor must be compliant with the Payment Card Industry (PCI) Data Security Standard and have evidence of a successful quarterly scan report from a certified scanning vendor for the most recent quarter as well as a compliant annual self-assessment questionnaire.

Currently, the City pays all credit card related fees; however, the City may eventually choose to pass these costs to the consumer. Therefore, the City requires that the vendor allow the option of transaction and merchant fees paid either by the consumer (convenience fee) or to be billed directly to the City. If the City decides to have fees paid by the consumer, it may do so via a third party vendor, in which case the PMIS Vendor shall modify its credit card payment system so that payments are made through the City's third party vendor. It shall do so at no additional charge to the City.

The Vendor will supply a mobile phone application that will allow people who receive parking tickets to access the City's Pay-by-Web system from a Smartphone using an app provided by the Vendor. 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 system shall not store credit card information on customers' Smartphones and shall comply with current credit 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.

## **SECTION 1.13**

### **Management Information System**

The Vendor must provide a wide ranging set of integrated reports covering:

- Issuance;
- Noticing;
- Financial Transactions;
- Operational;
- Enforcement Management
- Accounting;
- Residential and other Parking Permits
- Management Control for the administration of the PMIS.
- Etc.

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 in final form and operation 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 be in the same format as the reports currently used by City staff. All other reports must be as close as possible to the formats currently used by City staff and must contain the same data elements.

All reports must be available for on-line 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:

1. Pre-programmed routine reports that provide specific information on a recurring schedule.
2. An ad hoc reporting system allowing the City to run reports after selecting criteria to create specific, customized queries.
3. Business Objects or an equivalent business intelligence reporting system that provides the ability to select previously created and saved reports, change parameters and then re-run the report. The system must 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.
4. 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. Of particular importance are detailed and summary dashboard reports that graphically present the transactions that Parking Control Officers enter in their handheld ticket writing machines 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.
5. A GIS (Geographical Information System) system that links parking violation and related data information in the Vendor's database with City of Cambridge 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 answers to these queries on maps produced via GIS. In addition, using GPS real-time data transmitted to the handheld ticket writing machines, the vendor must 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.

6. A list and brief description of reports is included as an appendix 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.

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

## **SECTION 1.14**

### **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, on-line 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.)
- Etc.

The vendor shall notify the City of any changes in the production schedule when they occur. The Vendor will provide the City updates whenever this schedule changes.

## **SECTION 1.15**

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

The Vendor must provide the network capability, equipment, and all related hardware and software required at City of Cambridge locations for access to and the operation of the PMIS at the start of the contract. These locations are: 344 Broadway, Cambridge City Hall at 795 Massachusetts Avenue and for handheld ticket writing machines at the Cambridge Police Department at 125 Sixth Street. (See Section 1.27 for network requirements for handheld ticket writing machines at 344 Broadway and the Police Department.) 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.

All systems required by this scope of services, aside from Mass. RMV database access, must be available via web portal as well as via the data lines listed below and must be accessible from any computer at any location without additional software aside from an internet browser. Mass. RMV database information must be available on the same computers as the computers used to display the Vendor's database information. Access to the Mass. 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 and night and weekend services the City requires to ensure that this requirement is met. Bidders must include in their price bid all costs to meet this

goal including the cost of installing and testing all equipment and all personnel services required to support the installation. All wiring between the data closet and locations of PCs and printers and related terminations at 344 Broadway and City Hall will be provided by the City.

### Infrastructure Services

The Vendor must implement, maintain, and support the entire data communication network that supports all PMIS activities.

The Vendor shall provide the City with the following computer, cashiering, network, communication and printing equipment, listed below, on the start date of this contract. All equipment must be new and not previously used.

- At Cambridge City Hall – Two Cashier Terminals.
- At 344 Broadway – 13 Cashier terminals, 2 Switchboard Terminals, 13 USB or wireless enabled Label printers, 3 Laser Printers, and 13 USB or wireless enabled hand-held bar code readers.
- At 344 Broadway a fully configured “hot-spare” back-up cashier terminal with all peripherals including receipt printer, label-printer, hand-held bar-code reader, mouse, keyboard, and monitor.
- At both locations, the telecommunications network, hardware, software, and licenses required to connect this equipment to the PMIS. System response time shall be three seconds or less for all inquiries and transactions. The telecommunications network must include, at a minimum, one fractional DS3 line which operates at 10.544 Mbs or faster and one DSL line which operates at a speed of at least 5mb to be used for transmitting data between the City’s computers and the location at which the vendor hosts its data. All cashier terminals at 344 Broadway, and any switchboard terminals identified by the City, must be connected directly to the vendor’s network via the fractional DS3 line for the transmittal of vendor data and separately via the DSL line for the transmittal of other data. These computers will not be connected to the City network. The vendor has full responsibility for the operation of these computers and connected peripherals including hardware and software maintenance, communication and network equipment, anti-virus software, security updates, etc.
- At both locations, a telecommunications network that is independent of and not subject to the resources and traffic generated by any other client of the vendor.
- At 344 Broadway, additional on-hand inventory of (4) USB or wirelessly connected Label Printers, (4) USB or wirelessly connected Hand-held bar code scanners, (1) cash drawer, (2) 22 inch (or larger) flat-panel monitors, 2 USB or wirelessly connected keyboards, (2) USB or wirelessly connected mice and (2) serial-connected receipt printers.

### Hardware Specifications

A Cashier Terminal consists of Dell OptiPlex 9020 micro PC with these minimum specifications:

- Intel® Core™ i7-4785T Processor (Quad Core, 8MB, 2.20GHz w/HD4600 Graphics)
- Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license)
- 8GB DDR3L at 1600MHz
- 500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive

and a wirelessly connected mouse and keyboard, 22 inch Dell P2214 flat panel monitor, one serial port if required by the vendor for its receipt printer, and a minimum of 4 additional USB ports, an Ethernet 10/100/1000 base network port, and a wireless and/or “blue-tooth” network enabled capability. In addition, a Cashier Terminal has (a) a USB or wirelessly connected Label

Printer capable of printing labels from 2x3 to 4x6 inches fed on continuous roll-form, (b) a USB or wirelessly connected hand-held bar code scanner, (c) a receipt printer with as small a footprint as feasible (d) a cashier drawer for currency and checks connected to the receipt printer. The vendor must maintain these terminals at the most current level of operating system patches, releases, and upgrades. Anti-virus software must be installed and updated with software-vendor released updates.

A Switchboard Terminal is a Cashier Terminal without a Label Printer, without a Bar Code Scanner, and without a Receipt Printer and with a 24 inch Dell 24 U2412M monitor (instead of a P2214 monitor).

The Laser Printer shall be the Hewlett Packard HP M602n with an HP CE998A 500-sheet Input Tray Feeder. The City only uses Dell Computers and HP printers. Therefore provision of computers or printers from different manufacturers will not be permitted.

### Support and Supplies

The Vendor is responsible for providing on-site support to resolve or replace both hardware and software problems with Cashier Terminals or Switchboard Terminals and their components. The Vendor is responsible for providing the miscellaneous supplies used in the day to day operation of these terminals including paper rolls, printer ribbons, toner cartridges, rolls of labels, and maintenance kits.

## **SECTION 1.16**

### **System Availability and Response Time**

The City must have a minimum aggregate 95% uptime 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 all of its PMIS system and run reports (except for Mass. RMV access unless it becomes accessible via web browser) by authorized City officials. The response time for all online system processing shall be an average of less than three (3) seconds. The Vendor shall notify the City of any scheduled downtime to take place at least one week before such downtime is to occur and that it be scheduled during off-peak production hours.

Pay by Web and Pay by Phone shall be available and operational 24 hours per day, seven days per week. Email addresses or phone numbers of users accessing the system via web or pay by phone shall not be released to any third parties by the Vendor.

The Vendor shall notify the City of occurrence of all downtime and shall report the causes and expected duration of such downtime and the remedial measures being undertaken. The City shall provide to the Vendor a list of the department and persons to be notified and the appropriate telephone numbers. The Vendor shall also notify the City of any foreseeable or anticipated downtime at least one hour before such downtime is to occur.

The Vendor shall maintain a daily log of system downtime and shall furnish the City with a monthly downtime summary.

The Vendor shall respond within thirty (30) minutes of a reported equipment or software failure by providing the on-site technical support 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 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 communications interruptions, the format of which shall be approved by the City.

## **SECTION 1.17**

### **File Archive**

At the City's written request and not less than 180 days from the date of payment in full or other final disposition of a parking violation, the Vendor may archive such violation 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, may 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, approved by the City, for auditing and reporting purposes. The Vendor shall provide the capability for all 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 on-line inquiry access.

## **SECTION 1.18**

### **Permit Parking System**

The Permit Parking Program (PPP) was established to reserve certain parking spaces in the City for permit only parking. Vehicles must display a valid resident parking permit or other permit issued by the City to utilize such spaces. Permits are issued by cashiers who also handle parking violation payment. The City's annual Parking Permit renewal process begins November 1 of each year. Letters notifying residents active in the system of the renewal process are sent out prior to November 1<sup>st</sup>. The vendor sends three (3) different letters – one to those that are pre-qualified to renew on line and one to all others. At that time the City begins to issue resident parking permits for the upcoming year (Feb 1 to Jan 31). The peak time for permit renewal is November 1 through January 31, when all of the previous year's permits expire. The Vendor must provide an on-line PPP System, 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;
- Inquire into resident permit data;

- Maintain the address database for all residential addresses and code all non-eligible addresses;
- Record all permit payments;

#### System Features and Notices

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

- Generation of renewal letters and labels;
- Generation of permit renewal denial letters and revocation notices;
- Purge/archive and report on data no longer required to remain on the on-line system;
- Process and report on all transactions;
- Produce management, control, audit, and activity reports;
- Fixed field that will allow the City to track or control the number of units within a residential address.
- All addresses in the database must be matched to the City Master Addresses and be coded as required by the City as residential, commercial, dormitory, VP area, and others as required by the City.

#### System Components

The on-line system must accommodate, at a minimum, one hundred thousand (100,000) files. The system must allow on-line access via name for individuals as well as corporate or business entities, permit number, a system generated control number, vehicle registration number and address.

Each resident file 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 (must be pre-entered by vendor) , one telephone number, neighborhood and neighborhood code, permit number, permit year, reason for issuance, vehicle registration number, quantity, vehicle make and year, permit classification, method of permit issuance, amount paid, 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, field displaying weight of the vehicle, an alert informing the cashier of any and all tickets associated with the applicant's name and license plate number, the limitation of one (1) visitor permit 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. This control must include the possibility of being overridden by a supervisor.

Additionally, the on-line 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 Cambridge;

- Process various other permits at the request of Cambridge and at no additional cost;
- Accommodate the request from the City to add any required data field at no additional cost to Cambridge and most data fields shall be multi-character alphanumeric.
- Accommodate on-line updates to all permit files.
- 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 on-line, web-based, residential parking permit renewal system for qualified residents who meet the City's criteria that does the following on or by November 1<sup>st</sup> of each year of the contract, with the schedule to be set by the City:

(A) It shall offer an existing customer, who qualifies as an on-line renewal candidate, the ability to access and review on-line via a web-browser their residential parking permit data from the prior year and to confirm their intention to renew for the coming year. For those residents who have moved from one address in Cambridge to another address in Cambridge, the vendor shall also offer a change of address option and form to complete at the same time of the customer's review which allows the customer to input the details of their new address. The vendor will then "echo" the customer's new name and address information as a confirmation and comparison to their existing data to review. Confirmation will then proceed for the existing or new data and shall include Name, Full Address including apartment or unit number, City, State, Zip-Code, Plate (Motor Vehicle Registration Number), Prior Year Permit Number, Plate Type, Charging-Code, Amount Charged, Annual Donation to be accepted in excess of whatever charge is assessed, Current Permit Expiration Date and Next Renewal Period Permit Expiration Date.

(B) It shall offer the qualified customer the ability to initiate the renewal of their residential parking permit or their Visitor Pass on-line and via a web-browser after reviewing the data listed in part (A) and to pay the customary charge for the new renewal period where appropriate. The charge shall be assessed to their debit or credit charge card using the same facility of the PMIS as that offered for ticket payments via the pay-by-web facility and the monetary transaction should be accessible to the same cashiering transaction system as that provided to the other cashiering functions of the PMIS.

(C) The on-line renewal permit system will be offered by the vendor to all customers who qualify based upon the following criteria established by the City: (1) the customer has a resident parking permit ("sticker") or Visitor Pass Permit ("card") that is current and not closed or cancelled. (2) for those customers who have a vehicle, the customer's parking permit sticker matches their Plate (3) the customer's Plate and registration data is "Active" as maintained with the Commonwealth of Mass. Registry of Motor Vehicles and reflects their Cambridge address and a "Garage Code" of Cambridge.

(D) The vendor shall extract the "Date of Birth" of the registered owner, where available, from the Registry of Motor Vehicle for those registrations which are qualified in part (C), listed above, and mark the qualified on-line renewal candidate's record with a flag such as "Y" to indicate that the customer's "Date of Birth" denotes him/her as a Senior Citizen who is or will be 65 years of age or older as of the renewal period between November 1 of the current calendar year and

January 31<sup>st</sup> of the next calendar year. A “Y” flag will also be used to set the charging-code of the renewing resident permit to be the equivalent of “no charge”.

(E) The vendor shall periodically extract the “Mailing Address” of the registered owner, where available, from the Registry of Motor Vehicle for those registrations which are qualified in part (C), listed above, and present a report to the City that indicates the difference between the Name and Address data as it is contained on the resident parking permit record within the PMIS and the Name and Mailing Address data as extracted from the Registry of Motor Vehicle’s database.

(F) The vendor shall provide a daily report of the on-line resident parking permits that the customers renew on-line. The report should contain the following data elements: RPP account number, District or Area Code of the residence, Charging-Code, Amount Charged, prior-year’s Permit Number, Plate – where applicable -, Name, Full Address and any internal codes to track or further refine the permit data and totaling fields for number of transactions and any monetary fields. This report or reports must also agree with the permit numbers and dollar totals as reported on the cashiering detail reports that are produced for all cashiering activity.

(G) The on-line access to and renewal of the permits by the residents will, from time to time, exceed the number of permits that can actually be prepared, printed, labeled and addressed for delivery to the postal service for the residents of Cambridge. The vendor must be able to accommodate the permit data that has been accessed and “renewed” on-line but has not yet been physically processed and attributed to the proper record of the resident’s permit history on the PMIS. The vendor shall provide a daily report of those permits that are sitting in this “accessed on-line but ware-housed state” which has been queued up for processing. The report should contain the following data-elements: RPP account number, District or Area, Charging-code, Amount Charged, Prior-year’s permit number, Plate, Name, Full Address, Date Accessed on-line by the customer, time of the permit renewal activity on-line and totaling fields for number of transactions and any monetary fields. This report or reports should be comprehensive and fully report all queued permits from all days processing.

(H) The Vendor shall mail two (2) renewal letters and one (1) postcard each year, at the end of October, as part of the Resident Parking Permit program. One postcard is to be mailed to customers who qualify as long-term “sticker” holders who have maintained their license plate number and their address unchanged for the last three years. One letter and its attached application form will be sent to those customers who do not qualify as long-term residents but who have a valid resident parking sticker and would like to take advantage of the on-line renewal program and can upload their appropriate bills or mail to prove residency. The second letter is directed to those who wish to renew their Visitor Pass (only). This letter also includes an application form in case the resident would like to walk-in or renew by postal mail. As stated previously, the vendor is responsible for all costs for the mailing of these postcards and letters including stationery, envelopes, labels, printing, mailing services, first-class postage, etc. All such costs must be included in the Vendor’s total bid. As stated in Section 1.09, in FY14, the City’s vendor mailed 20,403 Resident Parking and Visitor Permit Renewal letters and 17,581 Resident Parking and Visitor Permit Renewal postcards.

(I) The Vendor shall provide a report for each group of customers sent a notice. Group (1) will contain the candidates qualified for on-line renewal. Group (2) will contain the remaining list of customers who have a car and who have been sent the notice and its attached application. Group 3 will list the candidates who qualify for renewing their Visitor Pass. The report shall list the Customer Name, Full Street Address including Apartment, Unit number or other qualifier, City, Zip-code, RPP Account Number, Plate, Prior-year Permit Number, Permit Type or Charge-code, and Senior Flag – Y indicator.

## **SECTION 1.19**

### **Provision of Complete Services to all Tickets on 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.

## **SECTION 1.20**

### **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.

## **SECTION 1.21**

### **Complete and Comprehensive Back-up**

The Vendor must provide complete back-up systems and capacity for all on-line systems including hardware, software, communication lines and other equipment.

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 those programs and files subsequent movement offsite from their 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 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.

## **SECTION 1.22**

### **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 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.

## **SECTION 1.23**

### **Test System**

All system modifications, enhancements, or other changes must be properly tested by the Vendor and shall be approved by the City before their implementation.

The Vendor shall provide comprehensive test files or test system to test both batch and on-line systems and shall provide the City with actual test results before implementing any significant system changes.

The Vendor shall develop a System Test Plan and submit the plan to the City for approval. Testing activities must address all aspects of the Vendor's responsibilities and functions of the system, including terminal, communications, software, operating procedures, user procedures and other documentation. Procedures should be included in the plan to verify and certify the functions and quality of the PMIS and to ensure that the system performs according to the specifications.

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

## **SECTION 1.24**

### **Recovery from Catastrophic Failure**

Recovery from catastrophic failure is defined as those corrective efforts undertaken at the computer site 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, Cit5 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.

## **SECTION 1.25**

### **Organization and Personnel**

The Vendor is required to maintain an office in the greater Cambridge area to provide on-site support and maintenance of the PMIS. This office must be located so that staff assigned to this office can reasonably arrive at 344 Broadway within 30 minutes of being requested to do so to meet with City staff.

#### **Key Personnel**

The Vendor will commit and identify a sufficient number of diversely qualified key personnel required to operate Cambridge's PMIS in a quality manner with minimal or no risk of disruption to the City's current levels of PMIS operations and revenue. All personnel must have extensive experience in the area of work for which they are responsible.

Key personnel include:

- project management;
- business management;
- administrative personnel;
- data entry;
- lockbox personnel;
- senior business analyst;
- network administrator;
- quality control specialist;
- operational controls personnel;
- report developer;
- Technician to maintain hardware and software at City offices.

Certain key personnel must be assigned to the local office on a full-time basis including, at least one (1) senior business systems analyst to serve as local project manager for this contract and at least one (1) network administrator who must be immediately available to the Parking Management Division, within a 30 minute window, every workday, to meet in person with City staff at the 344 Broadway office. The vendor must provide substitutes for staff who are not available due to vacation, illness, etc. Substitutes may be based in other locations, but provision must always be

made for on-site support as detailed above. The vendor shall also provide the services as needed of a report developer to create reports at the City's request.

The senior business analyst must be assigned to the City of Cambridge contract on a full-time basis. The network administrator engineer must be assigned to the City's PMIS project, and be on-site at 344 Broadway, on as needed basis as determined by the City, for a minimum of two days per week for the duration of time required to complete all necessary work, to ensure that all equipment, data communication systems and software applications specified in this scope of services, including handheld ticket writing devices, are maintained, repaired and fully operational at all times. The senior business analyst will meet with City staff regularly to review work, train staff on PMIS functions, etc. The senior business analyst will manage the agenda or matrix of issues being worked on and their status.

### Systems Development Services

From time to time on an ongoing basis and in consultation with the senior business analyst, the City will request modifications, enhancements, application revisions, reports and system upgrades that need to be implemented into the PMIS. 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.

### Supporting Services

The Vendor must provide supporting services for various traffic and parking operations and management. These services include:

- assistance in the development of training activities of parking ticket writers,
- training of personnel and supervisors,
- monitoring ticket issuance and factors impacting issuance,
- analysis and development of issuance on routes,
- analysis of productivity
- information on new approaches and systems
- analysis of revenue collections and recommendations to maximize collections
- data for studies and analyses of current Traffic, Parking and Transportation Department operations.

### Right to Refuse Personnel

The City reserves the right to refuse any individual(s) in the Vendor's employ including subcontractors if the City is not satisfied with their performance or personality conflicts arise with City personnel.

## **SECTION 1.26**

### **Conversion**

This bid 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 file residing with the Existing Vendor's system. The Vendor shall be required to interface with the Existing Vendor to conduct conversion activities. 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 for conversion purposes 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 system 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.

## **SECTION 1.27**

### **Hand-Held Electronic Ticket Writing Devices**

The vendor will provide:

- 48 new Motorola MC-9598 ticket writing machines with included wrist strap and 24 handheld only carrying cases, 48 spare wrist straps and 12 packages of spare stylus's (3 per package).
- 48 new Zebra QLn320 printers, 48 carrying cases with shoulder straps and belt loops and 48 replacement belt clips.
- A replacement battery for each handheld and each printer midway through the contract, unless requested by the City on an earlier date.
- 2 quad battery charger units for QLn320 batteries each of which are capable of charging 4 batteries at the same time.
- 36 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 up to 175 tickets on one shift and to upload and download 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. (Note – The City is not currently using real time wireless communication. However, the vendor must enable and support this function when the City decides to implement it.) On the date the vendor assumes responsibility for the City's PMIS the handhelds and printers, they must operate in an identical manner as the ones in use before the start of this contract including the program loaded on these machines. Among other features, the handhelds must include the ability to take photos for each violation issued, 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. The Motorola handheld units shall be delivered installed with the module or accessories required to allow them to work with the City's current wireless vendor (Verizon Wireless). The units must be able to operate on the VZW nationwide 4G Long Term Evolution (LTE) network and be backwards compatible to use 3G coverage when 4G is not available. 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 Motorola handhelds pursuant to these specifications and requirements. The Vendor must provide, implement, and support handheld computer devices and base units or "docking" stations including hardware, software, program applications, and all required communication devices, protocols, and network connections. The City currently operates from two locations for the issuance and processing of handheld tickets with most handheld devices housed at 344 Broadway and additional devices located at 125 Sixth Street in Cambridge.

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, printer assemblies, and/or base stations and "docking" units, and training City staff so that all staff are fully knowledgeable in the operation of the handhelds and trained on all enhancements made to them. The support personnel will provide on-site ongoing refresher training and provide skill/user specific training for enforcement staff at intervals determined by the City.

In addition to providing the data entry fields required to issue parking violations, the handhelds must also contain tables that load into memory listing all of the streets for the city, all of the City's parking meters, a consolidated loading zone address file, boot eligible vehicles, the consolidated Visitor Pass file from the collective input of the parking officers recording Visitor Passes, Resident Permit Permits Revoked Resident Permits and Revoked Visitor Permits and in addition have the ability to record two times for Overtime Parking, Loading Zones, and Storage violations. The handheld program must also allow Officers to enter data documenting "Sidewalk Snow/Ice-Tickets" including the location and violation 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 the City's Department of Public Works (DPW) with permissions limiting DPW 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 and location entries related to monitoring parked cars for overtime, loading zones, visitor pass abuse, storage, etc. as well as the time of all transactions entered into the handheld must be recorded in the handheld memory and uploaded to the vendor's database to be used for entry and use in management reports. The handheld should indicate to the officer overtime and loading zone entries and provide a prompt when time has expired. The handheld memory must contain a table of comments for officers to add to the ticket and internal comments which will appear on the ticket record but not on the handheld. The handheld program must allow different comments to appear on the drop down for each violation type. The comment table must be available to City staff to edit on their desktop computers. In addition, officers must have the ability to add free form comments on each ticket select 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 bar code on the ticket which can be scanned at the City's cashier stations by the bar code scanner included in each cashier terminal and a QR code.

The handhelds must also allow Officers to enter the following data to monitor vehicles for possible Storage violations: Plate, Plate State, Make, Street, Street Address, Stem location. The information is stored nightly and reassembled into the storage file that is then downloaded to the handhelds the following day. On the next day, when additional storage monitoring information is entered by the Officers, the system checks the storage file on the handheld to determine if all the information is exactly the same. If the information is exact, then the handheld indicates to the officer that there is a storage violation and the Officer is prompted to write the ticket. If the information is not the same, then the information is eligible to be stored on the handheld for the following day's transactions. On a daily basis, four storage reports (see Section 5.14 and the listing of reports in the Appendix for report descriptions) are generated and automatically delivered to specific email accounts for viewing. Ad hoc versions of these reports must also be available in the vendor's business intelligence reporting system.

Should the City add real time communication to its handhelds, at the request of the City 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. The vendor shall develop and provide integration of pay station Digital Patrol information between the handhelds and the City's multi-space pay stations. Should the City decide to add pay by phone or in vehicle meters as payment method for parking, the vendor will provide PMIS and handheld software modifications that allow for the real time integration of enforcement data between the handhelds and the pay by phone or in vehicle meter vendor. Also, with real time handheld communication, 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 is about to be ticketed once the Officer issues a ticket on such a vehicle. With real time communication, the Vendor will also provide real time Residential Parking Permit look-up, if requested by the City to provide this function. 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 and shall implement this application when the City activates real time communication for the City's handheld ticket writing machines. 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, 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 portable or tablet/laptop device such as an iPad. 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 shall be proposed by the vendor to the City. 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 400,000 tickets each year for a total of 1,200,000 during the 3 year PMIS contract. Ticket rolls for the Zebra QLn320 printer are 3" x 7-1/3" x 189 tickets per roll, polythermal 20# material, printed 2/2.

The envelopes must be 3-15/16" x 7-1/2" Deep Flap, Peel and Seal Closure, white wove 24# material, printed 2/0. The vendor must provide 340,000 envelopes each year for a total of 1,020,000 during the 3 year PMIS contract.

The Vendor must also provide a total of 50,000 paper tickets during the 3 year PMIS contract as specified in Article I, section 1.02 of this RFP.

Proofs must be approved by the City each time the vendor orders a new supply of tickets and envelopes from its printer. The vendor shall store the tickets and envelopes and deliver them to the City in amounts as requested by the City.

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.

## **SECTION 1.28**

### **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. The envelopes which contain correspondence must also be imaged and included with the scanned correspondence it contained in order to capture the postmark date of the 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 forwarded to the City. The system must allow City personnel and vendor staff to index images to parking violations.

Additional documents, such as disposition forms, refund forms, and correspondence received at 344 Broadway 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. In addition, 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 as well. 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 on these symbols from the main on-line inquiry screen.

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. In addition, 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.

## **SECTION 1.29**

### **Collection Agency Services**

The vendor shall provide collection agency services as requested by the City. The City will pay the vendor a fee of 20% of the revenue it collects for services provided under this Section. This percentage of revenue 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 data bases 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 (up to 3). All costs associated with the design, purchase of paper stock, printing, 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.

### **SECTION 1.30**

#### **On Line Customer Ticket Information Portal**

The On Line Ticket Information Portal is an Internet application that provides customers with the ability to create an account from which they can review tickets and notices for multiple vehicles and proactively manage parking ticket activity by the City providing them timely alerts about critical events in the ticketing life-cycle. The system will 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. The portal also allows customers to see any available pictures taken by Parking Control Officers when tickets were issued.

In order to access the system users must create a user name and password which must be entered each time the system is accessed. The system must contain security checks to ensure the confidentiality of account data.

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 Mass. RMV.
- Resident Parking Permit renewal season is about to begin

When receiving notifications or looking up a ticket, users will be given several options including paying for tickets, viewing ticket images if available, viewing ticket details and requesting a hearing.

### **SECTION 1.31**

#### **Additional Products and Services**

During the life of this contract, the City may request that the vendor provide the additional service listed below. The cost of this additional service is not to be included in the proposer’s baseline price proposal and will not be part of the evaluation of the price proposal, but the City is requesting that proposers provide pricing (either total or on a unit basis), to assist the City in deciding whether to proceed with this service at a later date.

- License Plate Recognition camera system and related software and communication to be mounted on vehicle(s) to read license plates and search for scofflaws or expired meter, overtime or Resident Parking Permit violations.

In addition, the City would like to provide proposers with an opportunity to propose additional services that they would like to provide but that are not specifically listed in the Request for Proposals. These could include services being provided in other communities that have been successful, or new offerings that the Vendor believes would be particularly useful and effective in Cambridge. The City is particularly interested in tools that enhance the management, analysis, and distribution of data that is available through the PMIS; increase revenue collections; and support the effectiveness and efficiency of the City's enforcement program.

As with the other optional service specifically detailed above, the cost of these additional services is not to be included in the proposer's baseline price proposal and will not be part of the evaluation of the price proposal, but the City is requesting that proposers provide pricing (either total or on a unit basis) for these services, so that the City can decide whether to proceed with any of these services either as part of the initial contract implementation or at a later date.

**SCOPE OF SERVICES APPENDIX A – LIST OF REPORTS  
(AH are ad hoc reports)**

**Violation Issuance and Route Enforcement Operational Reports**

**Parking Control Officer Activity Reports:**

These reports include a list of all transactions entered in each Officer's handheld ticket writing machine including the date and time of each transaction. Data listed include visitor pass, overtime and storage entries including time of entry, type of entry, plate number of vehicle, location including meter number and visitor pass number. These reports also include data on all tickets written and all timed entries which have been cleared. The reports must calculate the gap between each transaction, allow City managers to choose a gap time when running these reports, allow managers to run the reports by dates they select and shall include totals and averages for each column in the report. The reports shall be prepared in two versions one which allows the City to select the dates range of activity, the gap time and the names of the officer(s) to be included in the report. This version sorts activity by officer and then by date. The other version allows the City to select the date range of activity and the gap time to be included in the report. This report lists activity of all officers and sorts by date and then by officer. (AH)

**Parking Control Officer Activity Reports Excel Export Report:**

This report is similar to the report described above except that it is designed to export all data to an excel worksheet so that the City can sort and analyze data in the reports. This report allows the City to select the date range of activity, the officer(s) to be included in the report and the gap time to be analyzed. (AH)

**Visitor Pass Permits Reports:**

These reports list all visitor pass usage data entered by Parking Control Officers in their handheld ticket writing machines. The reports include the time and date of each transaction as well as the officer's name and badge number, the state and plate of the vehicle, the visitor pass permit number and the location of the entry. Three versions of the report are required including reports sorted by badge, by badge and plate number, by permit number and by plate. (AH)

**Handheld Issuance Inquiry Report:**

This report allows the City to run reports that list the tickets issued by officer(s). The report allows the City to select data for the following parameters: date range, officer, violation, vehicle color, vehicle make and location. The reports provide the City with the option of sorting results by badge number, issue date and ticket number. (AH)

**Handheld Issuance by Parameter Reports:**

These four reports allow the City to run a report listing all tickets run during a selected date range and to have the report sorted by one of the following:

1. location (AH)
2. officer (AH)
3. violation (AH)
4. shift (AH)

Handheld Voided Tickets:

List of tickets that were being processed when handheld was rebooted (and thus show-up in ticket database). (AH)

Citation Detail Report:

This report lists all citations that meet certain parameters selected in preparing the report. These parameters include date range, officer(s), shift, route and location. The report is sorted by route, shift, officer and day, the order depending on the parameters listed by the City. (AH)

Officer Daily Summary Report:

This report lists the number of tickets written by each officer for each violation by day. The report allows the City to select the date range, violation(s) and officer(s) to be included in the report. (AH)

Officer Productivity Report:

This report lists the number of tickets written by each officer in a two-hour time block. It is sorted by officer by day. The report also lists the total number of tickets written by the officer during the selected date range and the average per day. The report allows the City to select the date range and officer(s) to be included in the report. (AH)

Officer Scofflaw Hits-By Plate Report:

This report lists the plates for which officers were notified that the vehicle was on the City's boot and tow list. The report is sorted by shift, then day and officer. The report allows the City to select the date range, time range and shift(s). (AH)

Officer Vehicle-Timed Parking Report:

This report lists the number of timing entries entered into their handhelds by officers in two-hour blocks of time. The report allows the City to select the date range and officer(s) to be included in the report. (AH)

Officer Vehicle-Timed Parking-Marking Report:

This report lists the total number of timing entries entered into their handhelds by day by officer. It includes the total marked, cleared and the number of resulting tickets. The report allows the City to select the date range and officer(s) to be included in the report. (AH)

Officer Violation Distribution Report:

This report lists the total number of each type of violation issued by each officer each day. The report allows the City to select the date range to be included in the report. (AH)

Issuance on Route by Agency for a Fiscal Year:

This report lists how many tickets are written by each agency each month on each route by violation type. The report allows the City to select the year to be reported upon. (AH)

Issuance on Violation Codes:

This report lists the number of tickets written by each agency each month by violation type. It provides a total for the fiscal year being reported upon and a total for a second fiscal year and provides the variance between these totals. The report allows the City to select the years and

month(s) to be reported upon. The report includes tabs for sub reports for each agency along with a grand total. (AH)

Monthly Issuance Report:

This report provides the number of tickets written by each shift of enforcement officers each day and a total for both shifts along with averages for each day and for the month. The report allows the City to select the month to be reported upon. (AH)

Number of Tickets by Badge Number, Violation Code & Route:

This is a daily report that lists the number of tickets written by each officer by violation type with a daily total for each officer and a grand total for the day. (AH)

Ticket Report:

This report lists data on tickets that meet certain specific criteria selected by the City from numerous parameters related to the tickets. (AH)

Tickets Issued by Agency by Day – Two Month Version:

This report lists the number of tickets written each day during two months selected by the City. The report provides the data in two separate reports, one for each month, on the same page. The report includes tabs for sub reports for each agency along with a grand total. (AH)

Tickets Issued by Agency by Day – One Month Version:

This report is the same as the previous report except that it reports on only one month of data selected by the City. (AH)

Tickets Issued by Agency by Day by Violation Code:

This report is the same as the one listed by above except that it only reports on a specific violation code for a specific month both as selected by the City. (AH)

Storage Activity:

These are a series of four reports. They list all entries made by Parking Enforcement Officers related to monitoring vehicles parked in unrestricted parking areas for violation of the City's parking time limits. The report includes tabs for sub reports for four versions of the report – Storage Activity by Badge, Storage Activity by Badge/By Plate, Storage Activity by Plate and Storage Activity by Street. (AH)

Tickets Written by Officers during Specific Dates:

This report list the total number of tickets written by each Parking Enforcement Officer between two dates selected by the City. (AH)

Violation Distribution by Month – Violations:

A monthly report that provides a fiscal year-to-date monthly breakdown of the number of each type of violation issued by month along with the violation code with the complete fiscal year by month displayed across a single page. There is a separate report for each agency. There are two versions of this report one lists the number of violations and the other the corresponding dollar value of these tickets.

Time Issuance Report by Route:

This report lists the number of tickets issued for a month by route and time of issuance in two hour blocks of time.

**Parking Permit Reports**

RPP Notice Register of Letter 25:

This report contains a comprehensive listing of each customer who has been sent a Notice 25 informing them that it is Permit Renewal time and enclosing an application form. The report lists Customer Name, Address, RPP Account Number and the prior year permit number.

RPP Notice Register of Letter 26:

This report contains a comprehensive listing of each customer who has been sent a Notice 26 informing them that it is Permit Renewal time and that they are eligible for on-line renewal. The report lists Customer Name, Address, RPP Account Number, Plate Number, Prior Year Permit Number, Over 65 Flag, and Permit Type.

RPP Notice Register of Letter 27:

This report contains a comprehensive listing of each customer who has been sent a Notice 27 informing them that it is Visitor Permit Renewal time and that they are eligible for on-line renewal. The report lists Customer Name, Address, RPP Account Number, Plate Number, Prior Year Permit Number, Over 65 Flag, and Permit Type

RPP Notice Register of Letter 28:

This report contains a comprehensive listing of each customer who has been sent a Notice 28 informing them that it is Visitor Permit Renewal time and that they are eligible for on-line renewal. The report lists Customer Name, Address, RPP Account Number, Plate Number, Prior Year Permit Number, Over 65 Flag, and Permit Type

Rolling RPP and Workflow Report:

This report contains a list of each residential parking permit that has been renewed on-line but which has not yet been issued by the staff. During renewal season, more permits are accessed and renewed on-line than can be issued in a given day. This report is refreshed nightly with the detail of each permit falling into this category. Once the permit is actually issued, it is removed from the report – thus the term “rolling”. The report lists Permit Account Number, District Number, Permit Type, Prior Year Permit Number, Plate, Name and Address, and the Date and Time the person went on-line and renewed their permit.

RPP and RMV Spray Hit Report:

This report contains the list of the differences between the Residential Parking Permit data within the PMIS and the equivalent automobile registration data accessed from the Registry of Motor Vehicles and concentrates on the differences between the names and addresses of each. The report lists Plate Number, Prior Year Permit Number, and Zip Code as listed on the Permit, Zip Code as listed on the Registry, the Exception Reason, the Name and Address as it appears on the Permit, and the Name and Address as it appears on the Registration.

RPP Online Payment Report:

This daily report contains the list of each permit that was renewed online for the current processing day and the amount of money each permit was charged/paid. The report lists Permit Account Number, District, Permit Type, Prior Year Permit Number, the Amount Paid, the notation it was charged/paid on line, Name and Address.

Resident Parking Permit Donations:

This is a daily report that contains the cumulative data of customers who have participated in the “donation” program that is offered to customers when they renew their residential parking permit whether it is done on-line, via mail, or at the cashiering windows. The report lists the Date the Donation was Made, the Prior Year Permit Number, the Source of the Donation, and Total Donation Amount per permit.

Resident Parking Permit Clients who moved within Cambridge

This report should reflect those Cambridge residents who indicated on the web that they have moved within Cambridge. This report should include the old address and the new address, RPP account number and the previous year’s resident permit number.

Permits Issued Each Year by Street Name and Year:

This report lists the number of tickets issued on a street in a fiscal year selected by the City. (AH)

Permits Issued Through a Specific Month:

This report lists the number of permits issued through a selected month in two selected fiscal year by permit type and provides variances for each permit type for the different fiscal years. The report also provides grand totals for both fiscal years. There is a sub report each with a separate tab for each payment method (internet, mail, walk-in and telephone) and a report totaling all payments types. (AH)

RPP Grand Totals of Permits Issued:

This report lists the number of permits issued and the corresponding amounts paid for these permits by month and permit type for two fiscal years selected by the City. The report provides the monthly variance for this information. There is a sub report each with a separate tab for each payment method (internet, mail, walk-in and telephone) and a report totaling all payments types. (AH)

Permits Issued by visitor pass districts:

This report provides a total of permits issued and amount paid by permit type and district and neighborhood type. There are three versions of this report: weekly, monthly and yearly.

**Daily Cashiering Reports**

On-Line Cashiering Report:

This is a detail report of all possible cashiering transactions performed by each cashier on a given day. The report contains License Plate Data, Violation or Ticket Number, Permit Data, Transaction Type, Method of Payment, Amount Collected, and Transaction Time. The detail of

each cashier's activity is then rolled into a summary report of each cashier's activity and presented at the conclusion of each detailed section. Summary data includes totals for Cash, Checks, Money Orders, Credit Card, Debit Card, Clerical Error or Corrections cross-referenced to Parking Tickets, Pre-Paid or Skeletal tickets, Boot Fees, Storage Fees, Bounced Check Fees, RPP Fees, and Adjustments. The summary of each cashiers reporting is then grand-totaled for the department for each category.

### **Daily Non-Cashiering Monetary Reports**

#### Pay-By-Web:

This daily report lists all ticket payments received on the pay-by-web facility offered by the Vendor. The report lists the Transaction Date, Transaction Time, an Authorization Code, the Amount Paid, Fees Collected, Reference Number for Tracing Ability, State and License Plate Number, the last four-digits of the card number used to pay, and a Two-Character Card Type Abbreviation. There are two versions of this report. One is for ticket payments and the other for resident parking permit payments.

#### Pay-By-Phone:

This report is identical to the Pay-By-Web report except its source is the pay-by-phone facility offered by the Vendor.

#### Pay-By Smart Phone:

This report is identical to the Pay-By-Web report described above except that it only includes ticket payments that originate via the Pay-By-Web smart phone app provided by the Vendor.

### **The Fleet Reporting System Report**

#### Fleet Invoice Report:

This report is produced once every six weeks for each Fleet customer and is a comprehensive listing of all open violations for each fleet customer. The report includes the State and Plate Number, Plate Type, Ticket or Violation Number, Issue Date of the Ticket, Issue Time, Violation Type, Make of Registration, Violation Location, Officer's Badge Number, Agency, Fine Amount, Penalties if any, and Total Amount Due. The final page of each fleet customer's report contains a summary total of the number of outstanding violations and the grand-total of the total amount due for each violation for the fleet customer.

### **Adjudication Related Reports**

#### On-Line Disposition Report:

This daily report is produced for and sorted by each authorized staff member who can dismiss tickets or late-fees on an open violation. The report contains State of the plate, Plate Number, Issue Date of the Violation, Violation or Ticket Number, the Three Digit Code assigned for the disposition action, the Disposition Description, Time of the Disposition, Fine Amount, Penalty Amount, Case Number, and Violator Name.

On-Line Correspondence Report:

This daily report is also produced and sorted by each authorized staff member who can issue or generate correspondence to a customer based upon a violation or ticket. The report contains State and Plate of the Vehicle, Ticket Number, Full Name of Violator, Correspondence Code, Type of Correspondence Sent, a Code indicating Sent Code, Time the operator issued the Correspondence and the Terminal ID of the operator.

Scheduled Hearing Register:

This report is produced for the Hearing Officer and lists the Hearings that have been automatically scheduled when a ticket reaches more than 21 days overdue as well as the hearings that the Hearing Officer has scheduled on her own for tickets that have been disputed, been denied, and the customer now requests a face-to-face hearing. The report contains State and plate Number, Full Customer Name and Address, ticket Number, Violation Description, Issue Date, and Amount Due.

**Towed and Booted Related Reports**

Top 2000 Boot Eligible Plates:

This report lists the top “scofflaws” who have the most number of past due violations. The report is sorted by the most number of violations descending to the least number with a cut-off drawn when the cumulative number of customers reaches 2000. The report includes State and Plate, Name and Address, Number of open violations, and total amount due per plate.

Booted Vehicles on Street:

This report lists the cars which have been booted and remain unpaid and are now aged beyond the three-day limit. In many cases these are booted vehicles that have been subsequently towed or been simply abandoned. The report includes Boot Number, Date Booted, Time Booted, State and Plate, Vehicle Make, Vehicle Color, Booted Location, the Location it has been moved to (if towed), and Status.

Boot and Tow Count:

This is a monthly report that lists the number of and value of tickets paid during the month resulting from vehicles being booted. The report also lists the number of boot fees, storage fees and bad check fees paid during the month and the corresponding dollar value of these payments.

**Miscellaneous Reports**

Cambridge O and 0 Analysis:

This report has been produced to document the specific circumstance arising from Officers issuing tickets containing the number zero and the letter “O”. Due to numerous misreading of license plate data, tickets have been issued that are invalid to the RMV. Because they are invalid, no name or address can be acquired to identify the ticket. Overtime, hundreds upon hundreds of these accumulate. This report spells out the ticket as it was issued and the data that is invalid. The report was designed to present 2 lines of data per instance with the same placement of data appearing on both lines. The reports lists: State and Plate, ticket number, ticket amount, registration expiration date, Make, Make on the RMV, Identified Name, Vehicle Color.

Archived Tickets:

This report lists payment and penalty information about tickets that have been archived. The report allows the City to select the ticket to be included in the report. (AH)

**Financial Management Reports**

Payment Type:

This is a monthly report that lists the number of payments by type of payment for each month with totals for each fiscal year. Payment types are walk-in, mail, pay by phone and pay by web.

Payment Analysis:

This report provides data on each group of notices mailed including the number of plates and tickets noticed and the amount due for these tickets. The report also provides weekly statistics on payments for the group of notices including the type of payment, the number of tickets and plates paid, the percentage each type of payment represents and totals for each week.

Billing Report A:

This is a weekly and monthly report which lists the total number of tickets and corresponding amounts paid each day. The number of tickets paid is subtotaled for Massachusetts and Out of State with a total. The number of payments is subtotaled by online and batch payment type. Total payments for each day are also listed.

Billing Report B:

This is a weekly and monthly report that lists the number of notices processed each day by type of notice, the corresponding number of tickets noticed and the amount due.

Out of State Issuance Activity by State:

A monthly report, for fiscal year-to-date, of out-of-state violation issuance with fine and penalty amounts by individual state with subsequent payment activity which includes the number of tickets fully and partially paid, the dollar amount collected, and the last notice sent with the notice type and count reflected.

Aged Ticket Payment:

A report of monthly payments collected, the number of violations paid, their corresponding dollar value and the percentage stratified by the age of the violation.

**Payment Collection Reports**

Fiscal Year Amount Due:

This monthly report lists the number of unpaid plates and tickets and the corresponding amount due by fiscal year starting with FY85.

Collection Statistics:

This is a monthly report which summarizes the status of tickets issued for each month. The report lists the numbers of tickets issued each month and for each month's tickets: the number of

windshield (paid within 21 days) payments, tickets noticed, paid on notice, partially suspended/dismissed, fully suspended/dismissed, on hold at the RMV, the payment rate, closure rate and number open unnoticed with the percentage each category represents. This report has three sub reports – Massachusetts, Out of State and Grand Totals. In addition to the monthly statistics, the report contains sub-totals for each fiscal year. The report contains four fiscal years of data and included a Grand Total for all four years. There are two versions of this report; one which lists months by fiscal year and the other by calendar year.

Special Collections Report:

This report lists all tickets for which a special collections payment was made and provides the ticket number, payment amount, payment, last notice date and type.

Special Collections Summary:

This is a weekly report listing the special collections revenue collected each day since the inception of the program. The report lists the number of tickets paid and the amount collected each day with monthly and grand totals.

Special Collections Weekly Summary:

This is a weekly report which lists amounts due, the amount collected and percentage collected for each special collections notice sent out since the inception of the program in May 2011

Statement of Violations Collected:

This is a weekly report which lists amounts due, the original revenue projection, the amount collected and percentage of the amount projected collected for each special notice sent out during the past three years.

Open Noticed Violations:

A monthly report for Massachusetts and Out-Of-State violations with grand totals for both that indicates the number, percentage and dollar amount of open tickets for each of the last three years and identifies the last notice sent on these tickets.

Full and Partially Paid Violations:

A monthly report for Massachusetts and Out-Of-State violations with grand totals for both that indicates the number, percentage and dollar amount of full and partially paid tickets for the last three years and identifies the last notice sent that was associated with the payment.

Open Unnoticed Violation:

A monthly report for Massachusetts and Out-Of-State violations with grand totals for both for the past 36 months, categorized by monthly issue period, that indicates the total monthly issuance and the amount due, for unpaid unnoticed tickets, the monthly count, amount due and the reason for not noticing such as: special plate, make mismatch, registry no match and other.

## **Ticket Dismissals Reports**

### Violation Distribution by Month – Dismissals:

A monthly report that provides a fiscal year-to-date monthly breakdown of the number of tickets dismissed by disposition reason by month along with the disposition code with the complete fiscal year by month displayed across a single page. There are two versions of this report one lists the number of violations and the other the corresponding dollar value of these tickets.

### Violation Distribution by Month Dismissals by Badge Number:

A monthly report that provides a fiscal year-to-date monthly breakdown of the number of tickets dismissed by disposition reason by month along with the disposition code with the complete fiscal year by month displayed across a single page. There is a separate page for each badge number. There are two versions of this report one lists the number of violations and the other the corresponding dollar value of these tickets.

### Disposition Analysis:

This report lists the number of tickets partially or fully dismissed during a month by disposition code and description along with the dollar value of the dismissals and grand totals for all tickets dismissed.

### Dispositions by Violation Type:

This report lists the number of tickets partially or fully dismissed during a month by violation name and violation code with the dollar value of the dismissals and grand totals for all tickets dismissed.

## **Name and Address Acquisitions Report**

### State Count of Name and Address Inquiries:

There are two versions of this report. One is a monthly report that provides a fiscal year-to-date monthly breakdown of the number of name and address inquiries made by State with the complete fiscal year by month displayed across a single page. The other report is a daily report listing the number of inquiries for that day.

## **Massachusetts RMV Ticket Marks and Clears Report**

### Massachusetts Non-Renewal Subsystem:

A monthly report that summarizes (fiscal year-to-date) the Registry of Motor Vehicles' Clearing Transaction Report and provides information by month on the total number of marks, chargeable clears and free clears. The report also identifies the beginning balance and closing balance for the month and the fiscal year-to-date total.

**SCOPE OF SERVICES - APPENDIX B:**

**Noticing Schedule for Unpaid Parking Tickets**

Instate Tickets

- Overdue Parking Violation Notice - 28 days after ticket issue date
- Notice of Impending Driver's License and Registration Non-Renewal - 40 days later
- Driver's License/Registration Non-Renewal Notice - 31 days later
- Request to Mark Ticket at the RMV - 103 days after issuance

Out-of-State Tickets

- Overdue Parking Violation Notice - 28 days after ticket issue date
- Collection Warning Notice - 40 days later

Leased/Rented Vehicles

- Parking Violation Notification - sent to lessee or renter when address is confirmed by 1 lease/rental agency
- Statement of Parking Violations - sent once per year to rental company to get name and address of violator or payment.

Boot Eligible Vehicles

- Seizure Notice

Other Notices

- Statement of Parking Violations - sent 3 times per year on tickets 6 to 10 months old.

## Article II. Quality Requirements

**A “NO” response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your proposal. Circle Yes or No for each listed.**

1. Proposer must be in business under current name for a minimum of three years; or if the business was acquired by another firm, was in business under the previous name for at least three years.	<b>YES</b>	<b>NO</b>
2. The proposer has three years direct experience within the past seven years providing a PMIS to at least three municipalities, all of which received the services described in this document's scope of services, and each municipality issued 300,000 or more parking tickets per year for three years within the past seven years.	<b>YES</b>	<b>NO</b>
3. The proposer has three years current experience with the Commonwealth of Massachusetts' Registry of Motor Vehicles implementing and administering the automated marking and clearing procedures for license – registration non-renewal provisions of MGL Chapter 90 Section 20A1/2.	<b>YES</b>	<b>NO</b>
4. The proposer has three years current experience with the Commonwealth of Massachusetts' Registry of Motor Vehicles in performing automated name and address acquisitions.	<b>YES</b>	<b>NO</b>
5. The proposer has two years' experience with the Registry of Motor Vehicles performing automated name and address acquisitions for each of the following states: New Hampshire, New York, Connecticut, Rhode Island, New Jersey, Maine, Pennsylvania and Florida.	<b>YES</b>	<b>NO</b>
6. Proposer can provide, upon request, proof of financial solvency.	<b>YES</b>	<b>NO</b>
7. The proposer currently has a local office in the Cambridge area, or will establish a local office in the Cambridge area by the start of this contract, where staff working on this contract will be based for the full duration of the contract awarded.	<b>YES</b>	<b>NO</b>
8. The proposer has three years' experience providing a PMIS that integrates parking permit program (including resident permit parking) data into its system and provides an integrated parking ticket and parking permit cashiering system.	<b>YES</b>	<b>NO</b>
<p><b>If Addenda issued by the City, this proposal includes addenda numbered:_____</b></p> <p><b><u>THIS FORM MUST BE SUBMITTED WITH THE NON PRICE PROPOSAL.</u></b></p>		

## ARTICLE III. COMPARATIVE EVALUATION CRITERIA

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

### A. EXPERIENCE AND QUALIFICATIONS OF VENDOR

#### 1. Length of experience meeting similar PMIS technical and operational requirements

**Highly Advantageous:** The Proposer has a minimum of seven (7) years direct experience, which must include the past 5 years, in providing large-scale and full-service PMIS technical and operational requirements similar to Cambridge's (in terms such as size, scope/range of systems and operations, level of integration, complexity, number and types of transactions, edits and quality controls, customer service capabilities).

**Advantageous:** The proposer has a minimum of five (5) years direct experience, which must include the past 4 years, in providing large-scale and full-service PMIS technical and operational requirements similar to Cambridge's (in terms such as size, scope/range of systems and operations, level of integration, complexity, number and types of transactions, edits and quality controls, customer service capabilities).

**Not Advantageous:** The proposer has less than five (5) years direct experience, and/or less than 4 years of which is within the past 4 years, in providing large-scale and full-service PMIS technical and operational requirements similar to Cambridge's (in terms such as size, scope/range of systems and operations, level of integration, complexity, number and types of transactions, edits and quality controls, customer service capabilities).

**Unacceptable:** The proposer has less than five (5) years direct experience, and/or less than 3 years of which is within the past 3 years, in providing large-scale and full-service PMIS technical and operational requirements similar to Cambridge's (in terms such as size, scope/range of systems and operations, level of integration, complexity, number and types of transactions, edits and quality controls, customer service capabilities).

#### 2. Documentation of previous experience and performance with required systems and services

**Highly Advantageous:** The proposal thoroughly and clearly demonstrates extensive previous and current direct PMIS experience, capability and performance with all or virtually all of the required systems and services (i.e., lockbox operations, payment processing, system updates, receipt of tickets, ticket data input, notice generation and mailing, etc.) AND

The proposal demonstrates the vendor's efficient and effective provision of these services, and systems in more than two PMIS installations similar and comparable to Cambridge (in terms of size, scope/range of systems and operations, levels of integration, complexity, number and types of transactions, edits and quality controls, customer service capabilities, value and benefits). AND

The proposal provides the highest level of assurance that disruption or risk to the City's current level and quality of enforcement, customer service/public responsiveness, processing components and efforts, and collection rates can be prevented or extremely minimized.

**Advantageous:** The proposal thoroughly and clearly demonstrates extensive previous and current direct PMIS experience, capability, and performance with all or virtually all of the required

systems and services (i.e., lockbox operations, payment processing, system updates, receipt of tickets, ticket data input, notice generation and mailing, etc.). AND

The proposal demonstrates the vendor's efficient and effective provision of these services, systems and subsystems in at least two PMIS installations similar and comparable to Cambridge (in terms of size, scope/range of systems and operations, level of integration, complexity, number and types of transactions, edits and quality controls, customer service capabilities, value and benefits). AND

The proposal provides a high level of assurance that disruption or risk to the City's current level and quality of enforcement, customer service/public responsiveness, processing components and efforts, and collection rates can be prevented or extremely minimized.

**Not Advantageous:** The proposal demonstrates only marginal previous or current direct PMIS experience, capability and performance with certain required major systems and services (i.e., lockbox operations, payment processing, system updates, receipt of tickets, ticket data input, notice generation and mailing, etc.). OR

The proposal demonstrates the vendor's efficient and effective provision of these services and subsystems in no more than one PMIS installation similar and comparable to Cambridge (in terms such as size, scope/range of systems and operations, etc.) OR

The proposal provides only a marginal level of assurance that disruption or risk to the City's current level and quality of enforcement, public responsiveness, processing components and efforts, and collection rates would be prevented or extremely minimized, or the proposal was sufficiently unclear or lacked significant details, etc. required to adequately assess the relative value of proposer experience, capability, qualifications and performance above marginal.

**Unacceptable:** The proposer demonstrates generally deficient previous or current direct PMIS experience, capability and performance with certain major systems services (i.e., lockbox operations, payment processing, system updates, receipt of tickets, ticket data input, notice generation and mailing, etc.). OR

The proposal does not demonstrate the efficient and effective provision of these services and subsystems in at least one PMIS installation similar and comparable to Cambridge (in terms such as size, scope/range of systems and operations, etc.) OR

The proposal is sufficiently unclear or lacks significant details, etc. required to adequately assess the relative value of proposer experience, capability and performance above deficient; or the proposal provides a generally deficient level of assurance that disruption or risk to the City's current level and quality of enforcement, public responsiveness, processing components and efforts, and collection rates would be prevented or extremely minimized.

## **B. COMPLIANCE WITH SCOPE OF SERVICES**

### **1. Ability to comply with RFP requirements, deliver services and operate systems**

**Highly Advantageous:** The proposal indicates that the proposed system meets all requirements specified in the Scope of Services without modification and the proposal is fully complete in regards to complying with the format required by the RFP.

**Advantageous:** The proposal indicates that the proposed system meets most of the requirements specified in the Scope of Services, but proposes compensatory elements, and explains fully how

these will result in an equivalent (or greater) level of functionality and the proposal is fully complete in regards to complying with the format required by the RFP.

**Not Advantageous:** The proposal indicates that the proposed system does not meet all requirements specified in the Scope of Services but explains fully how these omissions will not result in any significant loss of functionality and the proposal is fully complete in regards to complying with the format required by the RFP.

**Unacceptable:** The proposal indicates that the proposed system does not meet all requirements specified in the Scope of Services and does not explain fully how these omissions will not result in any significant loss of functionality and/or the proposal is not fully complete in regards to complying with the format required by the RFP.

## **2. Project Timeline**

**Highly Advantageous:** The proposal indicates that the vendor will be able to meet proposed deadline and explains both baseline and additional resources that will be available if necessary for ensuring that project timeframe does not slip.

**Advantageous:** The proposal indicates that the vendor will be able to meet the proposed timeframe but only provides a baseline level of services and additional resources that will be available to ensure that the timeframe does not slip.

**Not Advantageous:** The proposal indicates that the vendor has committed to meeting timeframe, but does not have additional resources to ensure that project timeframe does not slip.

**Unacceptable:** The proposal indicates that the vendor will not meet desired timeframe.

## **C. QUALITY OF OPERATING, MANAGEMENT AND STAFFING PLANS**

### **1. Quality of Management Plan**

**Highly Advantageous:** The proposer's Management Plan provides an excellent and extensive combination of quality team, organization and operating plan including numbers and type of staff, quality of vendors, variety of skills available, use of local and non-local staff and coordination among offices and vendors, previous experience, etc. that provides the highest assurance of the Proposer's ability to meet the requirements of the scope of services by meeting all of the following criteria:

- the proposer has included organizational charts, job descriptions, employees locations, descriptions of staff roles and responsibilities, identified a project and network manager and clearly and succinctly explained how all staff will work together to provide all the services and products required by this RFP.
- the proposer's plan has been demonstrated to work in at least two other PMIS environments similar to that of Cambridge in terms of volumes of activity and provision of services.
- to the extent that the vendor proposes to employ subcontractors or enter into a joint venture, the vendor and the other individuals or businesses have had a similar business relationship for at least one year providing the same services together with similar volumes of activity.
- the proposer's management plan identifies staff responsible for converting from another vendor's system and these staff have prior experience converting a system similar in

volumes and features to that of Cambridge. This criteria will only apply for vendors that are not the incumbent vendor.

**Advantageous:** The proposer's Management Plan provides a good combination of quality team, organization and operating plan including numbers and type of staff, quality of vendors, variety of skills available, use of local and non-local staff and coordination among offices and vendors, previous experience, etc. that provides a high level of assurance of the Proposer's ability to meet the requirements of the scope of services by meeting all but one of the following criteria:

- the proposer has included organizational charts, job descriptions, employees locations, descriptions of staff roles and responsibilities, identified a project and network manager and clearly and succinctly explained how all staff will work together to provide all the services and products required by this RFP.
- the proposer's plan has been demonstrated to work in at least two other PMIS environments similar to that of Cambridge in terms of volumes of activity and provision of services.
- to the extent that the vendor proposes to employ subcontractors or enter into a joint venture, the vendor and the other individuals or businesses have had a similar business relationship for at least one year providing the same services together with similar volumes of activity.
- the proposer's management plan identifies staff responsible for converting from another vendor's system and these staff have prior experience converting a system similar in volumes and features to that of Cambridge. This criteria will only apply for vendors that are not the incumbent vendor.

**Not Advantageous:** The proposer's Management Plan does not completely provide an adequate or clear combination of quality team, organization and operating plan including numbers and type of staff, quality of vendors, variety of skills available, use of local and non-local staff and coordination among offices and vendors, previous experience, etc. and provides low assurance of the Proposer's ability to meet the requirements of the scope of services by meeting all but two of the following criteria:

- the proposer has included organizational charts, job descriptions, employees locations, descriptions of staff roles and responsibilities, identified a project and network manager and clearly and succinctly explained how all staff will work together to provide all the services and products required by this RFP.
- the proposer's plan has been demonstrated to work in at least two other PMIS environments similar to that of Cambridge in terms of volumes of activity and provision of services.
- to the extent that the vendor proposes to employ subcontractors or enter into a joint venture, the vendor and the other individuals or businesses have had a similar business relationship for at least one year providing the same services together with similar volumes of activity.
- the proposer's management plan identifies staff responsible for converting from another vendor's system and these staff have prior experience converting a system similar in volumes and features to that of Cambridge. This criteria will only apply for vendors that are not the incumbent vendor.

**Unacceptable:** The proposer's Management Plan commits an inadequate combination of a quality team, organization and operating plan including numbers and type of staff, quality of vendors, variety of skills available, use of local and non-local staff and coordination among offices and vendors, previous experience, etc. and as a result the proposal is deemed to be deficient in its ability to provide assurance of the Proposer's ability to meet the requirements of the scope of services by meeting no more than one of the following criteria:

- the proposer has included organizational charts, job descriptions, employees locations, descriptions of staff roles and responsibilities, identified a project and network manager and

clearly and succinctly explained how all staff will work together to provide all the services and products required by this RFP.

- the proposer's plan has been demonstrated to work in at least two other PMIS environments similar to that of Cambridge in terms of volumes of activity and provision of services.
- to the extent that the vendor proposes to employ subcontractors or enter into a joint venture, the vendor and the other individuals or businesses have had a similar business relationship for at least one year providing the same services together with similar volumes of activity.
- the proposer's management plan identifies staff responsible for converting from another vendor's system and these staff have prior experience converting a system similar in volumes and features to that of Cambridge. This criteria will only apply for vendors that are not the incumbent vendor.

## **2. Quality and Experience of Key Personnel**

**Highly Advantageous:** All or virtually all of the Key Personnel have at least three years' direct PMIS experience in PMIS operating installations similar to Cambridge's (i.e. complexity, volumes, types of transactions, scope/range of systems and operations, and other RFP requirements) and, resumes are included in the proposal for all or virtually all key personnel and these key personnel are currently employed by the proposer and are currently performing functions or functions similar to those proposed.

**Advantageous:** All or virtually all of the Key Personnel have at least three years' direct PMIS experience and performance in PMIS operating installations similar to Cambridge's (i.e. complexity, volumes, types of transactions, scope/range of systems and operations, and other RFP requirements) and resumes are included in the proposal for all or virtually all key personnel and some of these key personnel are not currently employed by the proposer and/or are not currently performing functions similar to those proposed.

**Not Advantageous:** Most of the Key Personnel have no more than two years' direct PMIS experience and performance in PMIS operating installations similar to Cambridge's (i.e. complexity, volumes, types of transactions, scope/range of systems and operations, and other RFP requirements) and/or the proposer has not yet identified key personnel for certain positions and as a result resumes are not included in the proposal for all or virtually all key personnel.

**Unacceptable:** Some of the of the Key Personnel are proven to possess no more than one year actual and direct PMIS experience and past performance in PMIS operating installations similar to Cambridge's in terms of complexity, volumes, types of transactions, scope/range of systems and operations, and other RFP requirements. OR

The proposer has been unable to clearly and specifically commit and identify an adequate group as required by this RFP (in terms of numbers, quality and diversity) of extensively experienced Key Personnel who would be required to operate Cambridge's PMIS with a high level of effectiveness and efficiency.

## **3. Provision of substitute/temporary key personnel**

**Highly Advantageous:** The proposer has provided the highest level of assurance that it is capable of effectively providing, operating and enhancing the Cambridge PMIS with other Key Personnel in cases of staff turnover, absenteeism or an increase/surge in projects or problems causing a disruption of services or unavailability of systems through (a) the provision of a plan in the proposal to respond to such situations; (b) the provision of resumes for such substitute/temporary key personnel in the proposal; and (c) provision of documentation that all or virtually all such substitute/temporary key personnel are currently employed by the proposer and currently performing functions or functions similar to those proposed.

**Advantageous:** The proposer has provided a high level of assurance that it is capable of effectively providing, operating and enhancing the Cambridge PMIS with other Key Personnel in cases of staff turnover, absenteeism or an increase/surge in projects or problems causing a disruption of services or unavailability of systems through (a) the provision of a plan in the proposal to respond to such situations; and (b) the provision of resumes for such substitute/temporary key personnel in the proposal.

**Not Advantageous:** The proposer has provided a marginally acceptable level of assurance that it is capable of effectively providing, operating and enhancing the Cambridge PMIS with other Key Personnel in cases of staff turnover, absenteeism or an increase/surge in projects or problems causing a disruption of services or unavailability of systems through the provision of a plan in the proposal to respond to such situations but not resumes for such substitute/temporary key personnel in the proposal.

**Unacceptable:** The proposer has provided an inadequate level of assurance that it is capable of effectively providing, operating and enhancing the Cambridge PMIS with other Key Personnel in cases of staff turnover, absenteeism or an increase/surge in projects or problems causing a disruption of services or unavailability of systems through the failure to provide a plan in the proposal to respond to such situations that meets the requirements of this RFP.

## **D. MVA INTERFACE EXPERIENCE AND CAPABILITY**

### **1. General experience, knowledge and capability with MVA interface requirements**

**Highly Advantageous:** The proposer demonstrates extensive direct PMIS MVA interface experience, knowledge and capabilities; excellent PMIS interface performance and effectiveness; and provides the highest degree of assurance that disruption or risk to the City's current level and quality of MVA interface services (in terms of registrant identification and adaptation to MVA changes) can be prevented or extremely minimized throughout the full term of the proposed contract period. The proposer has demonstrated this through the provision of MVA interface services required by this RFP to at least two clients similar or comparable to Cambridge (in terms of volumes, use and manipulation of MVA data, number/type/frequency of transactions, edits and quality controls) which have included all of the following non-Massachusetts MVAs (New Hampshire, New York, Connecticut, Rhode Island, New Jersey, Maine, Pennsylvania, Florida and California) for at least seven years.

**Advantageous:** The proposer demonstrates extensive direct PMIS MVA interface experience, knowledge and capabilities; good PMIS interface performance and effectiveness; and provides a high degree of assurance that disruption or risk to the City's current level and quality of MVA interface services (in terms of registrant identification and adaptation to MVA changes) can be prevented or extremely minimized throughout the full term of the proposed contract period. The proposer has demonstrated this through provision of services required by this RFP to at least one client similar or comparable to Cambridge (in terms of volumes, use and manipulation of MVA data, number/type/frequency of transactions, edits and quality controls) which have included all of

the following non-Massachusetts MVAs (New Hampshire, New York, Connecticut, Rhode Island, New Jersey and Maine) for at least four years.

**Not Advantageous:** The proposer's detail, documentation of direct interface experience, knowledge, capabilities and performance with Non-Massachusetts MVAs (in particular, with the following MVAs in order of priority: New Hampshire, New York, Connecticut, Rhode Island, New Jersey, Maine, Pennsylvania, Florida and California) is sufficiently unclear or lacks details required to adequately assess the relative value of the proposer's experience or performance above a marginal level; OR

The proposer has not provided services required by this RFP to at least one client similar or comparable to Cambridge (in terms of size, volumes, use and manipulation of MVA data, sophistication, number/type/frequency of transactions, edits and quality controls) or whose services have not included the following non-Massachusetts MVAs (New Hampshire, New York, Connecticut, Rhode Island, New Jersey, and Maine) for at least four years.

**Unacceptable:** The proposer's detail, documentation of direct interface experience, knowledge, capabilities, performance or effectiveness with Non-Massachusetts MVAs (in particular, with the following MVAs in order of priority: New Hampshire, New York, Connecticut, Rhode Island, New Jersey, Maine, Pennsylvania, Florida and California) is deficient so as to provide a negative assessment of the relative value of the proposer's experience, capability, qualifications or performance; OR

The proposer has not provided services required by this RFP to at least one client similar or comparable to Cambridge (in terms of size, volumes, use and manipulation of MVA data, sophistication, number/type/frequency of transactions, edits and quality controls) or whose services have not included the following non-Massachusetts MVAs (New Hampshire, New York, Connecticut, Rhode Island, New Jersey and Maine) for at least four years.

## **2. Experience, knowledge and capability with the Massachusetts RMV**

**Highly Advantageous:** The proposer comprehensively and clearly documents and substantiates extensive direct PMIS interface experience over the past seven or more years with the Massachusetts RMV. The proposer provides the highest degree of assurance that disruption or risk to the City's current level and quality of Massachusetts RMV interface services (in terms such as on-line access, registrant identification, non-renewal mark and clear, and adaptation to RMV changes) can be prevented or extremely minimized throughout the full term of the proposed contract period as demonstrated through the provision of services required in this RFP to three or more Massachusetts based clients, at least two of whom have a volume of activity greater than or equal to that of Cambridge.

**Advantageous:** The proposer comprehensively and clearly documents and substantiates extensive direct PMIS interface experience for at least the past four years with the Massachusetts RMV. The proposer provides a high degree of assurance that disruption or risk to the City's current level and quality of Massachusetts RMV interface services (in terms such as on-line access, registrant identification, non-renewal mark and clear, and adaptation to RMV changes) can be prevented or extremely minimized throughout the full term of the proposed contract period as demonstrated through the provision of services required in this RFP to three or more Massachusetts based clients, at least one of whom has a volume of activity greater than or equal to that of Cambridge and such services have been provided.

**Not Advantageous:** The proposer's documentation and substantiation of previous and current direct experience, with the City's RMVs interface requirements based upon their provision and

operation in PMIS installations similar and comparable to Cambridge (in such terms as size, volumes, use and manipulation of RMV data, sophistication, number/types/frequency of transactions, edits and quality controls) is sufficiently unclear or lacks details required to adequately assess the relative value of the proposer's experience or performance above a marginal level; OR

The depth and/or duration of similar and comparable to Cambridge experience (in terms such as size, volumes, etc.) -- or the quality of performance and effectiveness with the City's RMV interface requirements -- is only marginal or is determined to pose undue risk or potential for disruption to the City's current level and quality of enforcement and customer service/public responsiveness components and efforts or collection rates. OR

The proposer has provided the services required in this RFP less than three Massachusetts based client(s) or such services have been provided for less than four years.

**Unacceptable:** The proposer's documentation and substantiation of previous and current direct experience, with the City's RMV interface requirements based upon their provision and operation in PMIS installations similar and comparable to Cambridge (in such terms as size, volumes, use and manipulation of data, sophistication, number/types/frequency of transactions, edits and quality controls) is deficient so as to provide a negative assessment of the relative value of the proposer's experience, capability, qualifications or performance; OR

The level of similar and comparable to Cambridge experience (in terms such as size, volumes, etc.) -- or the quality of performance and effectiveness with the City's RMVs interface requirements -- is determined to be deficient or to provide substantial risk or potential for disruption to the City's current level and quality of enforcement and customer service/public responsiveness components and efforts or collection rates.

#### **E. CREATIVITY, FLEXIBILITY AND ADAPTABILITY OF APPROACH AND SYSTEM DESIGN**

**Highly Advantageous:** Proposal reflects new and innovate approaches to delivering PMIS services that the proposer has demonstrated to have implemented elsewhere and that is responsive to the City's needs.

**Advantageous:** Proposal reflects new and innovate approaches to delivering PMIS services that is responsive to the City's needs but which the proposer has not demonstrated to have implemented elsewhere.

**Not Advantageous:** Proposal reflects new and innovate approaches to delivering PMIS services but which are not responsive to the City's needs and which the proposer has not demonstrated to have implemented elsewhere.

**Unacceptable:** Proposal reflects limited new and innovate approaches to delivering PMIS services.

## **ARTICLE IV. OTHER REQUIRED SUBMISSIONS**

### **Section 4.01 Technical Proposal**

#### **INSTRUCTIONS FOR COMPLETION OF THE TECHNICAL (NON-PRICE) PROPOSAL**

Per Article I of the RFP, the City is seeking a unified, comprehensive, turnkey (ready to operate in a production environment) system for its parking management program and the vendor which can best provide both the system and also the support services, analyses and advice needed for the City to operate its parking management program in the most effective and efficient way possible. The City requires the following information in order to evaluate proposers' abilities to provide the PMIS and perform all related services. To assist the City in gaining the most thorough understanding of this information, proposers should include flowcharts, sample of reports, screenshots of online displays, data tables and other graphics related to the item under discussion for as many items as possible. If information is responsive to more than one of the items listed below, proposers should include the information in one section and reference that information by location in other section(s).

The technical proposal must include the following:

1. Response to the scope of services.
2. A description of any exceptions to the required services.
3. Information about the proposer's provision of PMIS services to seven full service clients that are most similar to Cambridge.
4. Organizational plan and employee background information for all staff who will be contributing to the operation of the Proposer's system and will be providing related support services.
5. A description of the proposer's experience interfacing with Motor Vehicle Agencies.
6. A description of the proposer's experience interfacing with the Massachusetts Registry of Motor Vehicles.
7. A description of the proposer's data center hardware and technical environment.
8. Sub-contractor, partnership and joint venture information.
9. Conversion plan

Vendors should avoid including generic marketing and promotional materials, and focus their proposals on responding to the specific items listed in these instructions.

Detailed instructions for the completion of each of these sections follow:

#### **4.1 Response to the scope of services.**

Proposers shall provide a comprehensive and clear written description of each system element, feature, service, etc. required by the scope of services that it proposes to provide to the City. These descriptions shall reference the section title and number of the RFP item being responded to. The written description shall include the scope and particular features and benefits of the proposer's provision of these elements, features, services, etc., and detailed descriptions of functionality as defined in the scope of services. These descriptions shall demonstrate the proposer's understanding of the City's requirements and the proposer's ability to provide and effectively operate the services and systems required by the City. Proposers should also include complete descriptions of any proposed additional services as defined in section 1.31 of the scope of services.

Proposers must demonstrate to the City that their proposed system will not cause, due to development requirements or other reasons, uncertainties, risk or disruption to the City's current level and quality of enforcement, customer service/public responsiveness, processing, and collection rates and revenue, or that could cause an increase in operational costs, increased rates of inquiries and disputes, or a loss of confidence from the public.

Also required is a description of the proposer's experience providing a permit program integrated with its PMIS including a narrative that explains the similarity of the system to Cambridge's requirements including processing volumes and a list of the municipality(s) currently using this program. Provide the contact person for reference(s) from the municipality(s).

Responses shall also include documentation of compliance with PCI Data Security Standards for credit card processing such as a quarterly scan report from a certified scanning bidder for the most recent quarterly period and a copy of the annual self-assessment questionnaire documenting compliance with PCI data security standards for the processing of credit card transactions.

#### **4.2 A description of any exceptions to the required services.**

If compliance is in any way conditional or exceptions are taken to any items contained in the RFP, within a specific scope of services section, those conditional or exception items, shall be identified and described in statements which reference the section title and number of the RFP item being responded to. The statements shall also include a brief reason, alternate effective date, etc. No exceptions may be taken to required City forms included herein or to provisions of the City's sample contract attached hereto. The City will not accept a vendor's terms and conditions. The exceptions referenced in this section are ONLY those exceptions taken to the scope of services section of the RFP.

#### **4.3 Information about the proposer's provision of PMIS services to seven full service clients that are most similar to Cambridge.**

List seven client systems that are most similar to the systems requirements stated in the City's scope of services and most similar in terms of number of transactions, size, level of integration and complexity of the systems and services. Proposers should include project(s) in Massachusetts, if possible. Provide a brief narrative that explains why the City should consider this reference a relevant experience and why it is similar to Cambridge's requirements.

References will be asked about their experience with the vendor including in the following areas::

- Provision of a PMIS similar in size, complexity, and features to Cambridge
- Responsiveness to customer service requests
- Quality of staff
- Conversion process that has been accomplished successfully and on time
- Knowledge and experience with MVA systems
- General assessment of quality and effectiveness of the vendor's services

If the information provided by references fails to adequately and substantively demonstrate the vendor's ability to provide the level of performance required by this RFP, this may be grounds for rejection of the vendor's proposal.

Also, provide the following information for each of these seven clients:

Client Organization Name and Address:

Duration of Contract:

Dates of Operation:

Website:

Contact Person Name, Title, Phone Number and Email Address:

Number of Violations/year, for each of the past four years:

Gross Violation Collection /year, for each of the past four years:

Number of payments processed/year for each of the past four years:

Number of requests for registry data/year, for each of the past four years:

Number of tickets marked and cleared for non-renewal/year, for each of the past four years:

Number of parking ticket “dunning” notices mailed/year, for each of the past four years:

Number of resident parking permits issued/year for each of the past four years.

**4.4 Organizational Plan and employee background information for all staff who will be contributing to the operation of the proposer’s system and will be providing related support services.**

For all employees who are proposed to support the City’s PMIS, please provide their names and titles, information about their roles and responsibilities and qualifications including work experience both with the proposer’s company and other companies with similar systems and the location at which they work. The purpose of this information is to identify proposer employee backgrounds as they relate to PMIS experience. Resumes of key (and other if the proposer desires) personnel should be provided.

Proposers should also include organizational chart(s) and/or a description of the management plan as specified in section 5.26 of the scope of services for all divisions and locations that are proposed to contribute to the operation of the City’s PMIS, so that the City will have as full an understanding as possible of the proposer’s organization and plan for operating their PMIS. A description of the proposer’s current local office, or the plan to establish a local office, in the Cambridge area by the start of this contract, including location, number of staff based there and functions performed in the local office is also required.

**4.5 A description of the proposer’s experience interfacing with Motor Vehicle Agencies.**

It is critically important to the City that the Vendor have extensive, recent experience interfacing with as many of Motor Vehicle Agencies in the United States and Canada as possible. Proposers must describe their interfaces, capabilities, experience and effectiveness in working with these Motor Vehicle Agencies. In providing this information, proposers should identify the methods and techniques they use to assure clients the highest probability of success in obtaining registrant data, linking expired registrations with the same registrants’ current registrations and maximizing the identification and noticing of registrants. Proposers shall provide information about the number, frequency and hit rates for requests for registrant names and addresses and related data for the past three years, to the extent possible, for the 22 Motor Vehicle Agencies with which the City has the highest volume activity as listed in Section 1.08 of this RFP.

**4.6 A description of the proposer’s experience interfacing with the Massachusetts Registry of Motor Vehicles (RMV).**

It is critically important to the City that the Vendor have extensive, recent experience interfacing with the Massachusetts RMV. Proposers must describe interface capabilities and features utilized, experience gained, and effectiveness demonstrated with the Massachusetts RMV during the past three (3) years.

The proposal shall provide details regarding relevant experience and effectiveness with regards to:

- a) interfacing, retrieving and processing registrant data from the Massachusetts Registry of Motor Vehicles;
- b) interfacing and processing non-renewal mark and clear transactions to the Massachusetts Registry of Motor Vehicles;
- c) client access to the Massachusetts RMV database.

The proposer shall provide for the past three calendar or fiscal years:

- Total number of registrant data requests made and received,
- Total number of mark transactions attempted and successfully completed,
- Total number of clear transactions attempted and successfully completed

Proposers should also provide, in narrative form, information describing their Massachusetts RMV interface to support this data and any other information that will assist the City in having as complete an understanding as possible of the proposers interface with and knowledge about the Massachusetts RMV. Proposers should also identify and describe the roles of staff working directly with the RMV including the way the proposer stays current with upcoming system and other changes and upgrades planned and implemented by the Massachusetts RMV.

#### **4.7 A description of the proposer's data center hardware and technical environment.**

Proposers should provide a description of their PMIS data center, its hardware and technical environment. The purpose of this information is to allow the City to gain as full an understanding of this critically important aspect of the proposer's system as possible. Among the information in which the City is interested is the proposer's ability to efficiently and effectively process the City's estimated volumes of activity, to do so in light of other client demands and overall competition for computing time as well as the proposer's back-up and disaster recovery plan.

#### **4.8 Subcontractor, partnership and joint venture information.**

The proposer shall provide information regarding all subcontractors, business partners, consultants, and joint venture partners with which it proposes to work to meet the requirements of this RFP. This information shall include a description of roles and responsibilities and how long the proposer has worked with each of the companies and individuals providing the proposed service(s) and at least (3) references for each. The references must be specific and identify the work similar to the work that these individuals or companies will be providing under this proposal.

#### **4.9 Conversion and Training Plan.**

If applicable, provide a detailed, comprehensive timetable and plan to convert each element of the existing Vendor's system to that of the selected Vendor. Include the duration of the conversion and key milestones in the timetable proposed. This plan shall include the responsibilities of the proposer, the City and the existing bidder; a description of how the accuracy of the conversion effort will be measured; the resumes of the conversion project team; identification of the project manager, the experience this individual has had in converting similar systems, and the estimated amount of time that the project manager will dedicate to the project; and the details of the proposer's post-conversion support plan. The proposer should describe its previous experience converting data in a situation similar to that described in this document.

Also provide a timetable and plan to train the City's parking services, enforcement and other staff in the operation and use of all equipment, systems and reports including cashiering and handheld ticket writing device operations.

**Section 4.02 Anti-Collusion and Tax Compliance Certificate**

**The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization or other group of individuals.**

As required by MGL Chapter 62C, Section 49A, the undersigned further certifies under penalty of perjury that the bidder has complied with all of the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

**Name of person signing proposal:** \_\_\_\_\_

**Title of officer signing for firm, if applicable:** \_\_\_\_\_

**Name of business, of applicable:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**Signature of all firm partners, if applicable:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH THE NON PRICE PROPOSAL.**

### Section 4.03 Cori Compliance Form

Persons and businesses supplying goods and/or services to the City of Cambridge (“Vendors”), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy (“CORI Policy”) attached hereto.

#### CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. \_\_\_\_\_ CORI checks are not performed on any Applicants.
2. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor’s CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

\_\_\_\_\_  
(Typed or printed name of person signing quotation, bid or Proposal)

\_\_\_\_\_  
Signature

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

**NOTE:**

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

**Instructions for Completing CORI Compliance Form:**

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor’s CORI policy conforms to the policies, practices and standards set forth in the City’s CORI Policy. A Vendor with a CORI policy that does NOT conform to the City’s CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

**THIS FORM MUST BE SUBMITTED WITH THE NON PRICE PROPOSAL.**

### Section 4.04 Price Proposal

This Price Proposal form must **be submitted in a sealed envelope marked Price Proposal, separate from the proposal.** Failure to adhere to this instruction will result in automatic disqualification of your proposal. Price must remain firm for the entire contract.

The activity levels contained in the bid summary are the City's estimates based upon activity from July 1, 2013 to May 31, 2015. The vendor shall submit a monthly invoice. The vendor will be paid the unit costs contained in its bid submission for the actual level of activity that takes place each month. Payment to the selected vendor will begin once the vendor's conversion is complete, if applicable, and accepted by the City and the vendor begins operating the City's PMIS.

<b>Page 1 of PRICE SUMMARY FOR 9/1/2015 – 8/31/2018 for all baseline products and services required in the PMIS RFP</b>	
<b>A. Cost of processing handheld tickets in the PMIS</b>	Unit Cost _____ x 909,000 (Number of handheld tickets projected to be issued) = \$ _____
<b>B. Cost of entering paper tickets in the PMIS</b>	Unit Cost _____ x 27,000 (Number of paper tickets projected to be issued) = \$ _____
<b>C. Cost of ticket payment processing</b>	Unit Cost _____ x 900,000 (Number of tickets projected to be paid) = \$ _____
<b>D. Cost of sending notices regarding unpaid tickets</b>	Unit Cost _____ x 540,000 (Number of dunning <u>notices</u> mailed regarding unpaid parking tickets) = \$ _____
<b>E. Cost of sending adjudication system correspondence</b>	Unit Cost _____ x 50,100 (Number of correspondence letters mailed regarding disputed parking tickets) = \$ _____
<b>F. Cost of sending resident and visitor parking permit renewal notifications</b>	Unit Cost _____ x 114,000 (Total number of letters and postcards mailed annually notifying residents about renewing their resident and/or visitor parking permits) = \$ _____
<b>G. Conversion cost (Conversion from current to new vendor)</b>	\$ _____
<b>TOTAL PRICE PROPOSAL AMOUNT (A+B+C+D+E+F+G)</b>	\$ _____

**Total Price Proposal Amount in words:**

\_\_\_\_\_

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**Page 2 of PRICE SUMMARY FOR 9/1/2015 – 8/31/2018 for prices for Additional Products and Services as described in Section 1.31 of the RFP.**

**This Price Proposal form must be submitted in a sealed envelope marked Price Proposal separate from the proposal.**

For each additional product or service included in Section 6.01, response to the scope of services, proposers should list the name and lump sum or per unit price of that product or service on this page of the price proposal. Proposers should note that the cost of these additional services will not be considered in the evaluation of price proposals. The availability of these services will be considered in the evaluation of the technical proposals. Proposers are therefore encouraged to include information about additional products or services as part of their RFP Technical Non-Price Proposal.

Name of Additional Service or Product	Price (unit or lump sum)

**APPENDIX A. Articles of Agreement**  
**City of Cambridge**  
**Articles of Agreement**  
**SAMPLE**

**Commodity:**

**File Number:**

This agreement is made and entered into this xx/xx/xx by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the **Commonwealth of Massachusetts**, and **xxxxxxx**. a corporation duly organized and existing under the laws of the **xxxxxxx**("the Contractor").

**Address:**

**Telephone:**

**Article I. Definition.** "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

**Article II. Duration.** The Contractor shall commence the performance of this contract for the period beginning on **xx/xx/xx** and ending on **xx/xx/xx**.

**Article III. Terms.** The Contractor agrees to provide the services all in accordance with the bid documents of **xx/xx/xx**.

**Contract Value:**

**Article IV. Payment.** The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice the department to which it provided the service, not the Purchasing Department.**

**Article V. Termination.** The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor 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 Contractor'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 Contractor'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 that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor'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, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

**Article VI. Damages.** From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

**Article VII. Conflict.** In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

**Article VIII. Governing laws and ordinances.** This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

**Article IX. Performance Security.** Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of **0%** of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

**Article X. Equal Opportunity.** the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

**Article XI. Assignability.** the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

**The City:**

**The Contractor:**

\_\_\_\_\_  
**Richard C. Rossi**  
**City Manager**

\_\_\_\_\_  
**Signature and Title**

\_\_\_\_\_  
**Amy L. Witts**  
**Purchasing Agent**

**Approved as to Form:**

\_\_\_\_\_  
**Nancy E. Glowa**  
**City Solicitor**

**APPENDIX B. Living Wage Ordinance**  
**Chapter 2.121**

**LIVING WAGE ORDINANCE**

**Sections:**

- 2.121.010 Title and Purpose**
- 2.121.020 Definitions**
- 2.121.030 Living Wage**
- 2.121.040 Waivers and Exceptions**
- 2.121.050 Notification Requirements**
- 2.121.060 Duties of covered Employers**
- 2.121.070 Community Advisory Board**
- 2.121.080 Enforcement**
- 2.121.090 Severability**
- 2.121.100 Effective Date**

**2.121.010 Title and Purpose.**

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

**2.121.020 Definitions.**

For the purposes of this ordinance, the term:

**(a) "Applicable Department"** means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

**(b) "Assistance"** means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

(c) "**Beneficiary**" means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) "**Covered Employer**" means the City of Cambridge or a Beneficiary of Assistance.

(e) "**Covered Employee**" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance..

(f) "**Living Wage**" has the meaning stated in Section 2.121.030.

(g) "**Person**" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) "**Service Contract**" means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) "**Service Subcontract**" means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

### **2.121.030 Living Wage.**

**(a) Applicability.** Covered Employers shall pay no less than the Living Wage to their employees.

**(b) Amount of wage.** The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

**(c) No reduction in collective bargaining wage rates.** Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

**(d) Cuts in non-wage benefits prohibited.** No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

#### **2.121.040 Waivers and Exceptions.**

**(a) Waivers.** A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

**(b) General Waivers.** Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

**(c) Hardship Waivers for certain not-for-profit employers.** An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

**(d) Chapter 30B contract waivers.** Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

**(e) General Waiver Request Contents.** All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;

(3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and

(4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

**(f) Hardship Waiver Request Contents.** All Hardship Waiver requests shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and

(3) A statement of proposed wages below the Living Wage.

**(g) Chapter 30B Contract Waiver Request Contents.** A Chapter 30B contract waiver request shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

**(h) Community Advisory Board review and recommendation regarding waiver requests.**

The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

**(i) Terms of exceptions.** If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

**(j) Exceptions.** The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching:

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

#### **2.121.050 Notification Requirements.**

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

#### **2.121.060 Duties of Covered Employers.**

**(a) Notification Requirements.** Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

**(b) Contract for Assistance.** At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

**(c) Maintenance of payroll records.** Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

**(d) Applicable Department duties.** The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

**(e) Covered Employer to cooperate.** The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

**(f) City Assistance Reports.** Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

(1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;

(2) a description of the purpose or project for which the Assistance was awarded;

(3) the name, address, and phone number of a local contact person for the Covered Employer;

(4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

#### **2.121.070 Community Advisory Board.**

**(a) Purpose.** The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

**(b) Composition.** The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall

serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

**(c) Meetings.** The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

**(d) Conflict of Interest.** No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

## **2.121.080 Enforcement.**

**( a ) Enforcement powers.** In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

**(b) Complaint procedures.** An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

**(c) Investigations and hearings.** The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged

if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

**(d) Remedies.** In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

**(e) Private right of action.** Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

**(f) Remedies herein non-exclusive.** No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

**(g) Retaliation and discrimination barred.** A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

#### **2.121.090 Severability.**

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

#### **2.121.100 Effective Date.**

This law shall be effective sixty (60) after final passage.

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1<sup>st</sup> in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is \$13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is \$14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is \$14.51.

For calendar year 2013 the CPI-U increased by 1.37%. Therefore the new living wage, as of March 1, 2014 is \$14.71.

For calendar year 2014 the CPI-U increased by 1.61%. Therefore the new living wage, as of March 1, 2015 is \$14.95.

## APPENDIX C. GENERAL TERMS AND CONDITIONS

<b>LAWS:</b>	All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
<b>EQUAL OPPORTUNITY:</b>	The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, isability,sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
<b>TAXES:</b>	Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
<b>QUANTITIES:</b>	Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
<b>BID PRICES:</b>	Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
<b>DELIVERY AND PACKAGING:</b>	Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be <b>“inside” delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.</b> Rejected material will be returned to the vendor at the vendor's expense.
<b>MODIFICATION OF BIDS:</b>	Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
<b>REJECTION OF BIDS:</b>	The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
<b>AWARD OF CONTRACT:</b>	Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
<b>INDEMNITY:</b>	Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
<b>TERMINATION OF CONTRACT:</b>	Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

**ASSIGNABILITY:** The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

**MATERIAL SAFETY DATA SHEETS:** Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

## **APPENDIX D. CORI ORDINANCE AND CORI POLICY**

### **ORDINANCE NUMBER 1312**

**Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.**

**City of Cambridge**

**In the Year Two Thousand and Eight**

**AN ORDINANCE**

**In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”**

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled “CORI Screening by Vendors of the City of Cambridge” as follows:

Adding after Section 2.112.050 the following new sections:

#### **SECTION 2.112.060**

#### **CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE**

##### **Sections:**

**2.112.061 Purpose**

**2.112.062 Definitions**

**2.112.063 CORI-Related Standards of the City of Cambridge**

**2.112.064 Waiver**

**2.112.065 Applicability**

##### **2.112.061 Purpose**

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

##### **2.112.062 Definitions**

Unless specifically indicated otherwise, these definitions shall apply and control.

*Awarding Authority* means the City of Cambridge Purchasing Agent or designee.

*Vendor* means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

##### **2.112.063 CORI-Related Standards of the City of Cambridge**

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

**2.112.064 Waiver**

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

**2.112.065 Applicability**

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.

Passed to be ordained by a yea and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury  
City Clerk

### City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of

the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
  - (a) Relevance of the crime to the position sought;
  - (b) The nature of the work to be performed;
  - (c) Time since the conviction;
  - (d) Age of the candidate at the time of offense;
  - (e) Seriousness and specific circumstances of the offense;
  - (f) The number of offenses;
  - (g) Whether the applicant has pending charges;
  - (h) Any relevant evidence of rehabilitation or lack thereof;
  - (i) Any other relevant information, including information submitted by the candidate or requested by the City.
11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007