

**City of Cambridge  
File No. 11654**

**RFP for Parking Management Information System FY25-28**

Sealed proposals will be received at the Office of the Purchasing Agent, City Hall, 795 Massachusetts Avenue, Cambridge Massachusetts 02139 prior to **11:00 a.m. on Thursday, July 25, 2024** for providing the following services to the City of Cambridge:

The City of Cambridge is seeking a vendor to provide a Parking Management Information System **for the City of Cambridge**.

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. 11654**. The City reserves the right to reject, in part or in whole, 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 technical, non-price proposal. Any mention of the fee in the technical, non-price proposal will subject the proposal to rejection.**

Questions from proposers concerning the Request for Proposals must be submitted in writing by **11:00 a.m. on Thursday, July 25, 2024**, to Elizabeth Unger, by email at: [Purchasing@cambridgema.gov](mailto:Purchasing@cambridgema.gov). Answers to substantive questions posed by proposers will be posted in the form of addenda. Proposers are responsible for checking the City's website regularly for addenda. The City shall not notify proposers individually of addenda.

Two **(2) separate sealed envelopes, one (1) sealed envelope containing an original copy of the non-price technical proposal** marked "Request for Proposal – File No. 11654 RFP for Parking Management Information System FY25-28 - Non-Price Proposal" and one **(1) sealed envelope containing the price proposal** marked "Price Proposal File No. 11654 - RFP for Parking Management Information System FY25-28" must be received by Elizabeth Unger, Purchasing Agent, City of Cambridge Purchasing Department, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 prior to **11:00 a.m. on Thursday, July 25, 2024**. Proposals being hand delivered or sent via courier (other than USPS) may be delivered in person to 5 Bigelow Street, Cambridge, MA during normal business hours. It is the responsibility of the Bidder to ensure delivery of bid submission prior to deadline to the Purchasing Department. 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.

Elizabeth Unger  
Purchasing Agent

**Confidentiality and Public Records Law**

All proposals or other materials submitted by the vendor in response to this Request for Proposal will be open for inspection by any person in accordance with the Massachusetts Public Records Law.

**This request for proposal process and the award of the contract are made in conformity with M.G.L. c. 30B, section 6, unless otherwise stated. See below for General Terms and Conditions that shall become part of any Contract awarded through this Request for Proposal.**

**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 proposer's bid will remain in effect for a period of 120 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 and available to support continuation of performance in any fiscal year.
3. A sample contract is attached hereto. The bidder **must** be willing to sign the City's contract. The City will not accept a bidder's terms & conditions. Do not submit a proposal unless willing to execute the attached contract.
4. Rule for Award: The City will award a contract to the proposer submitting the most advantageous proposal taking into consideration the proposal's Quality Requirements, Evaluation Criteria and composite ratings, references, and price.
5. Rates must remain firm or be reduced throughout the life of the contract. A Contract will be awarded within 120 days unless award date is extended by consent of all parties concerned.
6. The City of Cambridge Living Wage Ordinance is applicable. The current living wage rate is \$19.09 per hour (the ordinance is attached).
7. The contract period shall commence on the date of execution of the contract by the City of Cambridge or soon thereafter. The City reserves the right, in its discretion, to extend the life of the contract at any time.

TO: Elizabeth Unger, Purchasing Agent      PH: (617)349-4310    FX: (617)349-4008  
795 Massachusetts Avenue  
Cambridge, MA 02139

The undersigned certifies that this proposal is made without collusion with any other person, firm or corporation making any other proposal or who otherwise would make a proposal. The undersigned agrees to furnish the commodity or services in strict accordance with the proposal documents, which consist of this Request for Proposal and all attachments hereto. **The submitted proposal must be without conditions, exceptions or modifications to the proposal document.**

The proposal and all documents submitted with it are public records. This request for proposal process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Request for Proposal.

**This bid includes addenda numbered:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_

**TITLE OF SIGNATORY:** \_\_\_\_\_

**ADDRESS OF PROPOSER:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

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

Please check one of the following and insert the requested information:

( ) Corporation, incorporated in the State of: \_\_\_\_\_

( ) Partnership. Names of partners: \_\_\_\_\_

( ) Individual: \_\_\_\_\_

**LAWS:**

**GENERAL TERMS AND CONDITIONS**

All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

**EQUAL OPPORTUNITY:**

The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, 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

**TAXES:**

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.

**QUANTITIES:**

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.

**BID PRICES:**

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.

**PAYMENT SCHEDULE:**

Payment shall be in accordance with milestones specified in the scope of work. The City shall not prepay for goods or services.

**DELIVERY AND PACKAGING:**

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 **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.

**MODIFICATION OF BIDS:**

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.

**REJECTION OF BIDS:**

The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

**AWARD OF CONTRACT:**

Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned. The continuation of any contract into the next fiscal year shall be subject to the appropriation and availability of funds.

**INDEMNITY:**

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

**TERMINATION OF CONTRACT:**

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.

**Contractor's Insurance Obligations**

Contractor must provide the City of Cambridge with insurance policies as stated below at the expense of the Contractor. The Insurance Certificate must be written in the name of the City as an Additional Named Insured in order to protect the interest of the City from any liability which might be incurred against it as the result of any operation of the Contractor, its subcontractors or their employees.

The insurance required shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater.

Certificates must be presented to the City at the time the contract is signed by the contractor. The Contractor and all subcontractors waive subrogation rights against the City of Cambridge for all losses.

EACH POLICY SHALL CONTAIN A 30-DAY NOTICE OF CANCELLATION, CHANGE OR NON-RENEWAL.

NOTICE OF OCCURRENCE is to be given to the City Manager, City of Cambridge, City Hall, 795 Mass. Ave., Cambridge, MA 02139. Carriers must have an A.M. Best rating of A X or better.

- A. Owner's Protective Liability:
 

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
  
- B. Commercial Liability:
 

General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$1,000,000
Personal Injury and Advertising Limit	\$1,000,000
Each Occurrence	\$1,000,000
  
- C. Automotive-For all owned, non-owned, hired and leased vehicles:
 

Each Occurrence Combined Single Limit of	\$1,000,000
Bodily injury - each person	\$1,000,000
- each accident	\$1,000,000
Property damage-each occurrence	\$1,000,000
  
- D. Umbrella:
 

Combined single limit	\$2,000,000
General aggregate	\$2,000,000
  
- E. WORKER'S COMPENSATION
 

Coverage A STATUTORY	
Coverage B Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

THE CONTRACTOR MAY PURCHASE AND MAINTAIN EXCESS LIABILITY INSURANCE IN THE UMBRELLA FORM IN ORDER TO SATISFY THE LIMITS OF LIABILITY REQUIRED FOR THE INSURANCE TO BE PURCHASED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE (IN ADDITION TO THE UMBRELLA LIMITS REQUIRED). EVIDENCE OF SUCH EXCESS LIABILITY SHALL BE DELIVERED TO OWNER IN THE FORM OF A CERTIFICATE INDICATING THE POLICY NUMBERS AND LIMITS OF LIABILITY OF ALL UNDERLYING INSURANCE.

THE CITY OF CAMBRIDGE MUST BE AN ADDITIONAL NAMED INSURED ON ANY SUCH UMBRELLA POLICY. THE CITY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.

## **INSTRUCTIONS TO PROPOSERS**

- 1. Two (2) separate sealed envelopes, one (1) sealed envelope containing an original copy of the non-price technical proposal marked “Request for Proposal – File No. 11654- RFP for Parking Management Information System FY25-28 - Non-Price Proposal” and one (1) envelope containing the price proposal marked “Price Proposal File No. 11654-RFP for Parking Management Information System FY25-28”** must be received by the Purchasing Agent, City of Cambridge, City Hall prior to **11:00 a.m. on Thursday, July 25, 2024**. Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to price in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the proposer to ensure that the proposal arrives on time at the designated place. It is strongly recommended that proposals are mailed or dropped off to the locked drop box at the Rear Entrance of City Hall or directly to the Purchasing Department in advance of the due date and time. Late proposals will not be accepted. Bids being hand delivered or sent via courier (other than USPS) may be delivered in person to 5 Bigelow Street, Cambridge, MA during normal business hours. It is the responsibility of the Bidder to ensure delivery of bid submission prior to deadline to the Purchasing Department.
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 proposal should be organized and presented as directed. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, proposers should not make claims that they are not prepared to commit themselves to contractually.
4. The Price Proposal Form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm. The bid 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 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:

**Elizabeth Unger, Purchasing Agent  
795 Massachusetts Avenue  
Cambridge, MA 02139**

or emailed to: [Purchasing@cambridgema.gov](mailto:Purchasing@cambridgema.gov). No requests or questions will be accepted after **11:00 a.m. on Wednesday, July 10, 2024**. An addendum will be issued and posted to the Purchasing website notifying all bidders of the questions and answers.

7. Proposals must be unconditional. However, prior to the proposal opening proposers may correct, modify, or withdraw proposals by written request to Elizabeth Unger, 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 **“File No. 11654 - RFP for Parking Management Information System FY25-28 - Correction or Withdrawal”**

## **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 staff from the City.

The City reserves the right to use itself as a reference and contact references other than those submitted by the proposer.

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

After the evaluation of the non-price proposals is complete, the price proposals will be opened by the Purchasing Agent who shall determine the most advantageous 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, 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, in whole or in part, if it determines that rejection serves the best interest of the City.

## **PROPOSAL SPECIFICATION AND PREPARATION**

All information in the proposal should be organized and presented as directed below. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract. The proposal should provide a straightforward and concise description of the proposer's commitment and ability to perform the services described in this document. To expedite the evaluation of proposals, it is essential that the proposer strictly adhere to the instructions in this part. A proposal may be deemed to be non-responsive, at the Purchasing Agent's discretion, if the proposer fails to comply with the following instructions.

## **SUMMARY**

The introductory portion of the proposal must include a letter of Transmittal signed by the individual authorized to bind the proposer contractually. The letter must include: the name of the individual(s) who is/are authorized to negotiate and sign a contract on the proposer's behalf; the name, title, address and telephone number of the individual(s) who can supply additional information and a brief description of the overall services proposed. 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. Failure to answer any question, to complete any form, or to provide the documentation required will be deemed non-responsive and result in automatic rejection of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.



### **QUALITY REQUIREMENTS**

A “no” response, any change or alternation to, or a failure to respond to any of the quality requirements will result in a rejection of your bid. **Proposers must use the form provided in this document.**

### **RESPONSES TO COMPARATIVE EVALUATION CRITERIA**

This portion of the proposal is intended to present a description of the proposer’s qualifications. The proposer should respond briefly to each item listed in the Comparative Evaluation Criteria and include all requested documentation. When preparing this portion of the proposal, the proposer should clearly identify and respond to each comparative evaluation criteria.

### **PRICE PROPOSAL FORM**

The Price Proposal Form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm throughout the contract. **The Price Proposal Forms must be submitted in a separate, sealed envelope to the Purchasing Department.** The proposer must make no reference to pricing in any other part of the proposal. Failure to adhere to this may result in disqualification of the proposal.

### **ADDITIONAL FORMS**

#### **Anti-collision and Tax Compliance Certification**

**A signed copy of the form must be submitted with RFP**

#### **Cori Compliance Form**

**A signed copy of the form must be submitted with RFP**

#### **Wage Theft Form**

**A signed copy of the form must be submitted with RFP**

#### **Written Information Security Policy (Wisp) Affirmation**

**A signed copy of the form must be submitted with RFP**

# City of Cambridge Parking Management Information System

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# City of Cambridge Parking Management Information System

## Scope of Services

### **General Information**

#### *Overview*

The City of Cambridge Traffic, Parking, and Transportation Department (TP+T) 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 TP+T with a comprehensive Parking Management Information System (PMIS). The PMIS must integrate and support every facet of parking violation ticketing, booting, and overall parking management elements from violation issuance to final disposition. This includes, but is not limited to, the City's parking permit programs, as well as mobile parking meter payment program(s). Selected vendor must provide a parking management application solution for parking violation enforcement, processing parking ticket payments, issuance and management of parking permits, ticket disputes/adjudication. The system must have the capability to lookup license plate number via Massachusetts Registry of Motor Vehicle (RMV) and other US and Canadian Motor Vehicle Agencies (MVAs). The platform must be equipped with business intelligence for dynamic reporting to assist with parking management operation. The successful vendor must provide customer support in the areas of ticket data entry, processing payments, unpaid parking ticket payment collection, data entry, and web services.

#### *Background*

The City issues approximately 300,000 parking tickets annually and has enforcement staff in the field from 7:00 a.m. to 8:00 p.m. Monday through Friday (with the potential for coverage until 10:00 p.m. on Thursday and Friday) and from 10:15 a.m. to 8:15 p.m. on Saturday. The current PMIS platform processes approximately \$20 million in annual revenue for ticket payments, boot charges, resident parking permits, and other permits. Our current database has over 10 million archived records of paid tickets and continues to grow. The Potential Vendor must be able to store and manage such data and provide the City with archived ticket data when requested.

The City requires that the functions associated with parking violation ticket record keeping, processing, adjudication, collection, mobile parking meter payment, 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.

#### *Key components of the system (See exhibit 1)*

There are four key components to the parking management program which the PMIS must be able to accomplish. They are Parking Management, Enforcement, Business Intelligence, and Other Client Services. The Parking Management component consists of the ability to manage parking permits issued, ticket disputes/adjudication, fleet billing, RMV and MVA integration, and connections with other Pay-by-Plate meter payments. The Enforcement component consists of handheld electronic ticket writing devices which allow Parking Control Officers to lookup payments of paid parking sessions including pay-by-plate meter payments, enforce curb space regulations, validate parking permits, and issue parking tickets. The Business Intelligence component incorporates a dashboard and detailed reporting capabilities to assist with business strategies. These reports consist of parking control officer's routes

# City of Cambridge Parking Management Information System

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and performance, ticket issuance statistics, and revenue analysis. Other Client Services includes websites for payments/permits, processing mailed payments, late payment collection services, and on-site support to TP+T staff. Exhibit 1 details each component, process inputs, and example of existing processes. The system must also include the following capabilities:

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

# City of Cambridge Parking Management Information System

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## Existing Process Matrix (Exhibit 1)

Components	Inputs	Current Examples
<b>Parking Management Application</b>	Permits	Resident Permits
		Visitor Permits
		Business Permits
		Point of Sales (tickets and resident permit program)
		Non-Resident Permits
		Digital Guest Permit
		Special/Ad hoc Permits
	Ticket Disputes/Adjudication	Online Ticket Dispute Submittal
		Voice Recording of Hearings
	Fleet Management	Allowing for invoicing for parking ticket payments
		Associating multiple vehicles to a single account
	DMV	Lookups
		Vehicle Registration Holds/Suspensions
		Address Confirmation
Pay-by-Plate Meter Payment	PassportParking	
	IPS	
Self-Service Kiosk	Kiosk	
<b>Enforcement</b>	Enforcement Electronic Ticket Writing Device (Customizable)	Test System
<b>Database System Requirement</b>	Ticket Master File	File Archive/ Complete Comprehensive Backup
	Permits Data Files	Data fields for type of permits
	Payment Integration & Record Keeping	
	Disaster Proof	Recovery from Catastrophic failure plan
<b>Business Intelligence Application</b>	Dynamic Reporting	Business Objects for Ad-hoc reporting; automated reports
<b>Additional Client Related</b>	Integrated Voice Response (IVR)	Parking Violation Payment
		Notifications and Collections

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	Violation Collection Responsibility	Primary Collections
		Second Collections
		Booting
		Debt Collections
	Parking Ticket Payment	Online Parking Ticket Payments
		Integrated Voice Recognition (IVR)
		Pay by App for Parking Tickets
		Cash in Payment
		Payment Plan
	Lockbox Processing	Mailed Checks for Violations
		White Mail Sorting/Scanning
		Mailed Checks for Permits
	Online Customer Portal	LPN and account details - open violations, current permits, etc.
	Data Entry	Manual Entry of Handwritten Violations
	In-person Customer Support/Cashiering	City Staff Cashiers/ and others (training)
		Cashiering PC
		Check Scanners
		Network Capability, Equipment, Service, and Supply Requirements
		Phone Support- City Staff
		Production schedules for when tasks are completed
Workflow Management		
Cash Handling		

### Organization and Personnel

The Vendor is required to maintain an office in the Greater Cambridge area or to contract with a third party subcontractor to provide on-site support and maintenance of the PMIS. The location of this office must make it possible for assigned staff to arrive at 344 Broadway within thirty (30 minutes). The Vendor needs to provide an assigned staff member, who will be on site a minimum of three days a week to provide operational support to the Parking Services and Enforcement Units.



# City of Cambridge Parking Management Information System

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## *Key Personnel*

The Vendor will identify and commit a sufficient number of diversely-qualified key personnel to operate Cambridge's PMIS 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 manager;
- business manager;
- administrative personnel;
- lockbox personnel;
- senior business analyst;
- network administrator engineer;
- quality control specialist;
- operational controls personnel;
- report developer;
- technician to maintain hardware and software at City offices; and
- product management personnel.
- Development personnel
- Software developer

Certain key personnel must be assigned to the Cambridge PMIS on a full-time basis including, at least one (1) senior business systems analyst to serve as a local project manager for this contract at least one (1) software developer preferably onshore assigned as the dedicated developer(s) for this PMIS contract, and at least one (1) network administrator engineer who must be immediately available to the Parking Management Division, within a thirty (30) minute timeframe, every workday. Offshore personnel are restricted from accessing any financial data. The Vendor must provide substitutes for staff who are not available due to vacation, illness, etc. The Vendor shall also provide the services of a report developer as needed 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 senior business analyst will meet regularly with City staff, in person or by remote meeting, to review work, train staff on PMIS functions, etc. The senior business analyst will manage and regularly update an agenda or record of issues being worked on and their statuses. This agenda/record must be made available to City staff.

A dedicated network administrator engineer must be assigned to the City's PMIS project. If needed, the network administrator engineer must be available for on-site visits to keep all equipment, data communication systems, and software applications specified in this scope of services (including handheld electronic ticket writing devices) maintained, repaired, and fully operational at all times.

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 incorporated into the PMIS or implemented on the handheld electronic ticket writing devices. The Vendor must provide the necessary resources and implement the changes described above at no cost to the City beyond the prices quoted for this contract. The Vendor must provide a schedule for requested

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enhancements and maintain that schedule through the development of system improvements, testing, and turnover into production.

## *Supporting Services*

The Vendor must provide supporting services for various TP+T operations and management. These services include:

- assistance in the development of training activities for personnel using handheld electronic ticket writing devices,
- development of training manuals,
- training of personnel and supervisors,
- monitoring ticket issuance and factors impacting issuance,
- development of tools to support the analysis of parking ticket issuance by individual Parking Control Officers and on individual routes,
- analysis of productivity and performance,
- information on new approaches and systems,
- analyses of revenue collections and recommendations to maximize collections, and
- data for studies and analyses of current TP+T operations.

## *Right to Refuse Personnel*

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

## *Payment Methods and Processing Requirements*

The Vendor must allow for all major credit/debit card networks, including ACH, Contactless Payment, and smartphone payments using radio frequency identification (RFID) and near field communication (NFC). Currently, the City uses Invoice Cloud as its credit card processor and merchant of record. Invoice Cloud processes payments via Pay-by-Web, point of sale devices, Interactive Voice Response payment, and a smartphone application. The Vendor must be able to integrate with current and future credit card processors that the City chooses.

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

All payments made by phone (via interactive voice response), on the web, or by mobile application will be transferred via the merchant bank or clearinghouse to the designated City of Cambridge bank account. The Vendor is responsible for ensuring real-time authorizations of all credit/debit card payments. Daily audit and reconciliation reports must be provided. All payments must be updated in real time online and on the database. The Vendor must provide a daily balance report 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 with the daily balance report and the City of Cambridge bank statements. Upon notification from the City that the reconciliation has a problem or has failed, the Vendor will provide support and resolve the problem within the same day that it is reported.

The Vendor is responsible for providing the highest level of security for credit/debit card holders who are paying via website, interactive voice response, contactless, or mobile application. The Vendor's

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credit/debit card processor must be compliant with the Payment Card Industry (PCI) Data Security Standard.

The City requires that the Vendor passes on all credit/debit card transaction convenience fees to the customer dictated by the City's contract credit card processor, currently Invoice Cloud. The City reserves the right to opt to absorb these fees at its own discretion.

## *1.3.ii| Cash in Payment Solution*

The Vendor is required to incorporate a cash in payment solution with a broad retailer network for ticket payment collection. This payment method allows customers to visit designated retail locations with a correspondence notice featuring relevant barcodes. The vendor is expected to transparently disclose the service fee associated with this payment option to the City. The City will ensure the information appears on the correspondence notice. This service fee must be passed on to the customers. The customers' payment transactions must be seamlessly synchronized to the associated ticket records in the backend system. The vendor shall keep a log of all cash in payments. It is essential that each cash in payment is uniquely marked to ensure proper traceability. The provision of daily and monthly reports is required as these reports serve for financial reconciliation and oversight.

## *Requirements for Websites and Other Written Communications*

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

As a diverse and vibrant community, Cambridge is deeply committed to creating an inclusive and equitable environment for all residents and visitors. We require the Vendor to further that commitment by providing ADA compliance and translation on webpages the Vendor manages.

## *Web accessibility*

The Vendor must ensure that all web-based content, including mobile applications, and especially content intended for public use, meets Web Content Accessibility Guidelines (WCAG) 2.1 compliance, with a minimum of AA compliance. Webpages must provide a consistent experience for all users. This is especially important on multi-page applications, where users may need to use buttons to navigate from one page to another.

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

Upon initiation of the Contract, the City shall supply information to the selected vendor about the appropriate fonts, colors, logos, etc. that may be used for web-based content, including mobile applications. The City shall conduct an annual audit of webpages, at which point the vendor must provide a timeline for implementing any required changes. The vendor will be required to secure the fonts used on cambridgema.gov for use on websites and mobile applications. The City currently uses Alternate Gothic as the header font and Aktiv Grotesk as the body font.

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

Upon initiation of the Contract, the City shall supply information to the selected vendor about the appropriate fonts, colors, logos, etc. that may be used for physical content, including any written

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notices, letters/correspondence, postcards, and parking tickets. The City shall conduct an annual audit of physical content, at which point the vendor must provide a timeline for implementing any required changes.

## *Verbiage/Language*

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

## *Website Translations*

Any public-facing portals must incorporate Google Translate or any other ADA-compliant translator.

## *Additional Products and Services*

The City would like to provide Potential Vendors with an opportunity to submit 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;
- improve customer service; and
- support the effectiveness and efficiency of the City's enforcement program.

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. Potential Vendors should instead provide pricing for these services separately (either total or on a unit basis). The City will use this information to decide whether to proceed with any of these services, either as part of the initial contract implementation or at a later date. A price sheet for additional product(s) can be found under the pricing section of this RFP.

## *Delays in Service and Penalties*

The components of the PMIS provide a critical revenue source to the City's budget.

In situations that are under the Vendor's control, if the City's revenue is reduced due to the Vendor's failure or delay in providing necessary services, it will be considered potential grounds for penalties and/or termination of the contract.

The City may impose penalties or terminate the contract if the City's revenue is reduced due to the Vendor's failure to provide necessary services, if the reduction in revenue is attributable to factors under the Vendor's control.

Upon notification by the City of such a situation, the Vendor will have seven (7) days to respond by resolving and correcting the problem or identifying a solution with a longer schedule. If a longer schedule is proposed, the City will review it and determine whether to accept the solution. If the Vendor

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fails to resolve the problem or provide a plan acceptable to the City, the City may initiate termination proceedings.

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, plus any other costs incurred by the City because of the interruption of services and/or the failure to restore lost data.

## **Parking Management Application**

### *Permit Parking System*

The City's annual Resident Parking Permit (RPP) renewal process generally runs from January 1 to March 31 each year, with the online renewal application opening December 1 of the prior year. The City reserves the right to change the timing of its current permit parking program. The RPP Program was established to designate certain parking spaces in the City for permit-only parking. Vehicles must display a valid Resident Parking Permit or other Parking Permit issued by the City to utilize such spaces. The Vendor must send letters, email, mail, and/or postcards to qualified residents by U.S. mail to notify them when they are able to begin the renewal process. The Vendor must provide a web-based RPP system that integrates with the Vendor's core system. The requirements for such a system include the capability to:

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

### *System Features and Notices*

The Vendor is required to provide additional features within the RPP 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 online 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 listed at a residential address; and
- Match all addresses in the database to the City Master Addresses and code addresses as residential, commercial, dormitory, VP area, and others as required by the City. These addresses shall have geo-coded latitude and longitude information associated with each entry.

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## *System Components*

The online system must accommodate, at a minimum, three hundred thousand (300,000) files. The system must allow online queries by:

- names of individuals.
- names of corporate or business entities.
- permit numbers.
- system-generated control numbers.
- vehicle registration numbers; and
- addresses,

Each account must include, at a minimum, the following information:

- applicant name (first and last for an individual, or business or corporate name where applicable);
- applicant address (list must be pre-established by Vendor);
- one (1) telephone number;
- one (1) email address;
- neighborhood and neighborhood code;
- permit number;
- permit year;
- reason for issuance;
- vehicle registration number;
- quantity of permits
- vehicle make and year;
- permit classification;
- method of permit issuance;
- amount paid;
- method of payment;
- effective date of the permit;
- expiration date of the permit;
- time of issuance;
- issuer's identification code;
- license number field;
- proof of residency submitted;
- comment field with the capability of entering up to three hundred (300) characters; and
- field displaying weight of the vehicle.

Accounts must also display the following additional information/alerts when applicable:

- history of any permit type that has been issued to the associated address;
- an alert informing the cashier of any and all tickets associated with the applicant's name and license plate number; and
- an alert informing the cashier of the limitation of one (1) active Visitor Permit per household.

The system must also:

- Prevent permit charges from being generated based on an applicant's date of birth, and

## City of Cambridge Parking Management Information System

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- Prevent the issuance of a parking permit if any unpaid tickets exist. City staff must be able to bypass the control that would otherwise prevent the issuance of a parking permit to a constituent that has an unpaid parking ticket.

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

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

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

In addition to the Resident Parking Permit program, the Parking Management Application system must also allow for other special permits with the same criteria as a Resident Parking Permit. Currently the City has multiple other parking permits, including:

- Business Permit
- Business Permit Non-profit
- Landlord Permit
- Military Permit
- School Dept Permit
- Childcare Permit
- Long-term Care Permit
- Home-Based Business (Visitor Permit)
- Non-Profit Visitor Permit
- 3 day Visitor Permit
- Temporary Parking Permit: 1 week
- Temporary Parking Permit: 2 weeks
- Temporary Parking Permit: 3 weeks
- Temporary Parking Permit: 4 weeks

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

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

## *Digital Guest Permit*

Upon request, the vendor must provide a digital visitor parking permit solution, allowing residents to pre-purchase visitor parking permit for their anticipated visitors. This dedicated portal is exclusively accessible to City residents, who are responsible for entering visitor details, including name, plate, contact number, and email; and making the requisite payments. The visitor permit must be only valid within the same area code as the residents. The visitor details should coherently communicate with the Enforcement unit, in ensuring efficient and accurate enforcement procedures. Subsequent to the successful application process, confirmation will be dispatched via email to both applicants (the residents) and the intended beneficiaries (the visitors).

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

The Vendor must remain completely current with the specifications of all motor vehicle agencies (MVAs), technical or otherwise. The Vendor must make adjustments to keep up with modifications and changes to MVAs' databases, systems, and procedures related to the PMIS, especially the Massachusetts Registry of Motor Vehicles (RMV). Further, the Vendor must continuously analyze and research the elements that compose MVAs' data and information.

The Commonwealth of Massachusetts charges the City twenty dollars (\$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 twenty dollar (\$20) charge. The Vendor is responsible for: (1) identifying those cases in which the City should receive this credit, (2) preparing an annual accounting statement and cover letter summarizing the credits due and (3) submitting this report to the City and, once approved, to the Commonwealth on behalf of the City so that the City can receive credit on its "cherry sheet," which is used to reconcile amounts due between the City and the Commonwealth.

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

## *Significant Character Requirement*

The Vendor must be able to accommodate 'significant' license plate characters. These characters are neither alpha nor numeric but are significant in that they are required for the correct identification of a plate owner or to distinguish between plate owners. These include "+" (plus) signs, "-" (minus) signs, "/" (slash), and "&" (ampersand) characters.



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

The Vendor's MVA Interface System must accommodate all scenarios where a license plate number and type has been issued to more than one registrant at different periods of time. The system must correctly assign tickets to the license plate owner who is responsible for the violation.

## *Registration Data: Split records and the need to merge data*

When requesting vehicle owner information from the appropriate registry, the Vendor must be aware that subtle or slight variations in the data received, compared with that which has been received previously, could result in the creation of a separate and unique registration record. The Vendor must take measures and have sufficiently robust edits to prevent this split of records from occurring. In those cases where the existence of a split record is discovered, regardless of its origins, the Vendor must provide the online capability to merge and produce a corrected and unified registration record. In addition, the Vendor must provide a monthly management report, produced in state-plate order, of the resultant online corrective action taken to merge a split record, providing the City with sufficient audit capabilities to measure these corrective actions.

## *Request for Massachusetts Vehicle Owner Information*

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

The Vendor shall add newly acquired license plate and registrant information to the Master Violations File. This information shall include:

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

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

The Vendor shall update each registrant plate data within fifteen (15) days of the violation issuance date if the ticket is not paid. If it has not been updated within forty-five (45) days, the information should be requested again if the ticket remains unpaid. If again it has not been identified and remains unpaid, it should be requested again at one hundred five (105) days. The Vendor will be required to update registrant information for all Massachusetts registrant plates on a yearly basis.

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

The Vendor shall add to or edit Master Violations File records with license plate and registrant information, including but not limited to the following: name, address, vehicle make, driver's license

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number, date of birth, plate issue date, confirmation date of received request, expiration date of license plate, RMV error code, plate type and plate color, and custodial data for leased vehicles if available.

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

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

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

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

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

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

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

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

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

All non-Massachusetts boot eligible vehicles without name and address registrant data must be reported to non-Massachusetts MVAs by the Vendor in order to meet the noticing requirements of Massachusetts Chapter 90 20A ½.

### *Interactive voice response, Pay-by-Web and Mobile Payment Applications, Payment Plan*

The Vendor should accept ticket payments via interactive voice response, Pay-by-Web, or mobile app, or Payment Plan. These four (4) methods of ticket payment must include the following features:

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

These three systems must be functional and accessible to the public twenty-four (24) hours a day, seven (7) days a week.

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## *Interactive voice response*

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

## *Pay-by-Web*

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

## *Mobile Payment Application*

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

## *Multi-Parking Payment Applications Platform*

The vendor must provide a platform that can seamlessly integrate both fiscal and data with approved mobile parking applications and on/off street pay stations. The City of Cambridge provides parkers the ability to pay with various parking mobile app payment options and pay stations.

The platform must capture all digital parking sessions and ensure synchronization with all parking applications, stations, and enforcement handhelds. The platform is designed to handle a wide range of similar characters, both alphabetic and numeric variations, as identified by the City. This includes characters like "o" (alpha o) and "0" (number zero); "I" (Uppercase alpha i) and "l" (Lowercase alpha L); and more. The system is required to pull and push all parking sessions from all parking vendors to ensure parkers do not exceed the maximum time allowed. The digital parking session data must include the following components,

- Plate information (includes special character plates),
- Parking session,
- Transaction history,
- Payment vendor name,
- Location,

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- Parking zone,
- Payment amount

The platform is also required to possess and to generate detailed revenue reports that adhere to the City's fiscal operational standards. The platform must include an adjudication component that allows hearing officer(s) to review a parker's parking history by searching parker's name; license plate; or parking ticket number. The platform should also incorporate live, heat maps to demonstrate the volume of the active parking sessions in various zones.

## *Payment Plan*

Upon request, the vendor must provide a structured payment plan option. This payment plan is designed to allow customers who meet the eligibility criteria to be determined by the City the flexibility to pay outstanding parking ticket installment and associated fees over an extended period, as opposed to requiring an immediate lump-sum payment. The vendor is expected to collaborate closely with the City in creating the structure of this payment plan. Additionally, the PMIS system will remind the customers at least five (5) days before the next payment until the payment is paid in full.

## *Point of Sale Payment Processing System*

The Vendor shall provide Point of Sale (POS) devices at no cost to the City. The Vendor shall provide a fully integrated 'Point of Sale' (POS) Payment Processing System, including all hardware, which will allow cashiers at 344 Broadway and City Hall to accept payments and to process payment adjustments in an online, "real-time" environment. The POS needs to include credit/debit card processing integration, allowing customers to pay with Visa, Mastercard, Discover, American Express, and any other credit card network thereof. The Vendor shall be or partner with credit card processing companies as the merchant of record on behalf of the City. An extended wired POS device must be provided for each credit card machine so that customers can swipe and enter debit card information securely. In addition, newer alternate payment methods including, but not limited to, PIN-less debit, decoupled debit, contactless payments, mobile phone RFID and NFC enabled, Revolution Card, Green Dot, and Bill Me Later are required. All electronic payment applications must interface to TP+T's other delegated financial systems, and to the City of Cambridge designated banks. Any solutions must be PCI compliant and must adhere to banking industry best practices for data security.

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

The cashiering system must accommodate the following features:

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

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- b) Online, real-time adjustments to payment information to correct cashier errors.
- c) The online, real-time posting of all cashier transactions to the Master Violations File and subsystems (e.g., Boot and Tow System, Claims Processing System, etc.), with all journaling and summary totals centralized instead of being housed on the local Personal Computer (PC). Cashiers should have the ability to migrate from PC to PC in the event of a PC failure, without suffering an interruption to their daily processing or totaling.
- d) Ticket level and plate level automatic online, real-time calculation of the remaining amount due or amount of overpayment, in the event of partial or overpayment.
- e) The automatic endorsement of checks and money orders and the imprinting of registration state and registration number, ticket number, fee and fee type, date and amount paid on the check or money order with the ability to re-print the endorsement data if needed.
- f) The generation of a payment receipt showing: payment date, payment time, method of payment, registration state, registration number, ticket number, 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 needed.
- g) Creation of a backup transaction record for each ticket or other transaction, printable on command, containing all data captured on each online transaction.
- h) Acceptance of offline payments at all cashiering locations and update of this data to the Master Violations File in a batch mode within twenty four (24) hours along with the production of a journal record containing all data captured on each offline transaction.

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

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

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

- violations (tickets)
- penalties
- boot fees
- storage fees
- bad check fees
- non-business permits
- business permits

Audit control facilities must also be included, such as:

- Balance the 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; and
- 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, view each cashier's individual transactions for the day, and close the active cashiering session at the end-of-the-day if necessary.

### *Payment Rejection Automation*

The vendor needs to integrate with the City-approved financial processor. To ensure efficient payment processing, the vendor is required to create an automation workflow for handling payment rejections, credit card chargebacks, and ACH rejects. The workflow will notify customers promptly when their payments for parking ticket(s) and/or resident permit payment is rejected.

The Vendor needs to update the ticket amount on the back-end system and customer portal within one (1) business day of receive. Currently, the City sends the rejection files to the Vendor to upload. In the future, the Vendor needs to establish an automated process to receive the rejection codes from the financial processor to upload.

The notification method includes emails and letters, and the content must ensure customers are notified and informed that their payment is rejected and include the reason(s) for the rejection, reject code(s), codes, associated reject fees, and associated ticket information.

### *Skeletal Payments and Dispositions*

All payment amounts and other dispositions that 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 online, real-time skeletal record containing, at a minimum, violation number and payment date. The skeletal transaction shall be matched against and applied to new violation records created on the Master Violations File.

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## *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 and other designated Point of Sale system at various City departments (if applicable) by 7 a.m. the next day. The Vendor shall be responsible for providing all the required controls, reports, procedures and documentation required to ensure that all payments processed by the Vendor can be reconciled with payments processed and monies received by City cashiers.

## Fleet Management System

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

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

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

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

## Boot and Tow System

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

- a) Automatically determines those vehicle registrations which are eligible for seizure. Currently, a vehicle is eligible for seizure when:
  - o It has five (5) or more unpaid tickets which have all exceeded the payment due date (over twenty-one (21) days since the ticket issuance date)
  - o The vehicle owner has been sent a seizure notice
- b) Automatically changes the customer's account status to reflect that the vehicle's registration has now become "Boot Eligible."



## City of Cambridge Parking Management Information System

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- c) 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) Upon review of a customer's account that has been deemed "Boot Eligible" by the system, if City staff determine that the customer has an additional license plate(s) under the same name or license number, the status can be changed from "Boot Eligible" to "Boot Eligible – More Plates."
- e) Upon review of an account deemed "Boot Eligible," City staff can initiate the actual "booting" or immobilizing of the vehicle and add fees to the customer's account within the PMIS to reflect a "Boot Fee" and a "Storage Fee." These fees are currently advertised as twenty-five dollars (\$25.00) for the boot device and twenty dollars (\$20.00) for the one-day "storage" fee. These amounts are subject to change by the City at any time with sufficient notice to the public.
- f) For each day after the placement of the boot device, an additional "storage" transaction of twenty dollars (\$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 (3) days. There needs to be a separate and discrete monetary transaction record indicating the boot fee and each storage fee assessed.
- g) Upon review of the customer account that has had a boot device placed, the status can be changed to "Towed" when the vehicle is towed. Staff should be able to designate a "Tow Date" and fill out a minimum 30-character "Towed To:" field indicating the appropriate towing company. The system should identify the tow company by name rather than a number.
- h) Every week, the Vendor shall generate a list of all vehicle registrations that are boot eligible. City enforcement personnel will utilize the list to identify vehicles to seize. The list shall be in alphabetical order by state of registration, then by plate number within the state, and at a minimum it shall contain summary license plate volume and dollar amount of outstanding tickets per state. The City reserves the right to alter the format of this "seizure list."
- i) The boot eligible vehicle registrations must be automatically available to the handheld electronic ticket writing devices on a daily basis. The Parking Control Officers must receive notification when issuing a violation to a boot eligible vehicle.
- j) 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.
- k) The Vendor must be able to supply the City with a service to automatically notify the customer by email/text within a set number of minutes (to be determined by the City) after a vehicle has been booted, as referenced in section 2.8: Online Customer Information Portal.
- l) The Vendor must be able to supply the City with a service to automatically notify the customer by email/text within a set number of minutes (to be determined by the City) after a vehicle has been towed. This notification will contain the above-mentioned "Towed", "Tow Date", and "Towed To" information as referenced in section 2.8: Online Customer Information Portal.
- m) The Vendor shall provide access to the seizure list via a real-time data feed that can be accessed from a mobile device (phone or tablet) inside the vehicle that is responsible for installing boots on vehicles.

### Disputes and Adjudication of Parking Tickets

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



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ways of receiving disputes; online, mailing, and walk-ins. The Vendor will be required to combine these three sources into one unified process.

Approximately five to eight percent (5% - 8%) of tickets issued during a year result in a dispute. The Vendor's Dispute and Adjudication Processing System must fully support the City's efforts to optimize responsiveness to disputes. Currently, Parking Services has three ways of receiving disputes; online, mailing, and walk-ins. The Vendor will be required to combine these three sources into one unified process.

The online system must include a stand-alone web-based dispute form, separate from the City's website, that allows vehicle owners or designees to submit disputes. The Vendor must provide a link to the dispute form, which the City can add to appropriate locations on [cambridgema.gov](http://cambridgema.gov). The dispute form must immediately add information to appropriate locations in the overarching PMIS. The online system must be functional and accessible by the public twenty-four (24) hours a day, seven (7) days a week. The online dispute form must require customer and ticket information and the reason for the dispute. The online system must allow for the uploading of all file types requested by the City. The files uploaded shall be indexed and attached to the record of the ticket being disputed. The dispute form must provide a direct link to the Pay-by-Web application.

A similar, but separate, web-based form must be provided that allows vehicle owners to upload files in advance of a hearing. At minimum, uploads must be processed once per day and made available for viewing within the PMIS.

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

Based upon the dispute category, the online system must generate an email to the designated department with content and attachments to be decided by the City. These emails will help service as a notification to the City to investigate the circumstances surrounding the issuance of the ticket.

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

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

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Vendor will also produce correspondence and/or an e-mail notifying the customer of the date and time of the appointment.

In the case of a face-to-face hearing, both the Hearing Officer and customer meet in person, in a dedicated room at 344 Broadway, Cambridge, MA 02139.

For on-site virtual hearings, the customer is physically present in a dedicated room at 344 Broadway, Cambridge, MA 02139 while the hearing officer participates remotely.

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

In both face-to-face and on-site virtual hearings, customers are expected to check in using the kiosk. The Vendor must ensure the kiosk check-in creates a workflow to notify the assigned hearing officer. The Vendor must also provide technical support on site.

The Vendor will support voice-recording, of all hearings 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.

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

### Online Customer Information Portal

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

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

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

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

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- Vehicle was booted
- Vehicle was towed
- A hearing is upcoming
- A ticket is about to be sent for collection
- Tickets are about to be marked at the Massachusetts RMV
- Resident Parking Permit renewal season is about to begin or end

The portal should also have the ability for Cambridge to issue other periodic seasonal alerts.

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

The portal must display a history of the vehicle ticket data for the previous five (5) years.

The Vendor shall work with the City to develop an interactive responding system to guide customers in locating information through text input. The content of these scripted responses must undergo a comprehensive review and obtain explicit approval from the City. All interactions conducted via the scripted responses must convert into transcriptions with time stamps. These transcriptions must be systematically archived within the relevant records and must remain readily accessible from the PMIS for subsequent reference.

## Self-Service Kiosk

The Vendor must provide a compact, standalone kiosk. The kiosk needs to include a platform/base that does not require that it be attached to the floor or wall, a Point of Sale machine, a barcode scanner, and a receipt printer. All these components are expected to be fully integrated with all system elements in the PMIS. The Vendor is responsible for procuring all hardware and developing and integrating hardware with all necessary software.

The kiosk equipment's digital display must be greater than twelve (12) inches and comply with all relevant ADA standards. To safeguard sensitive information, the vendor must provide all privacy protection perspectives. The kiosk should operate on a dedicated 5G/vendor network distinct from the public internet. The interactive platform is expected to proactively clear the cache every ten (10) minutes. Additionally, it shall return to its main page following a period of inactivity exceeding five (5) minutes or after the completion of a transaction. The kiosk is expected to enable customers to perform a range of essential functions, including:

- Pay parking ticket(s).
- Submit parking dispute(s).
- Schedule dispute hearings
  - Face-to-Face
  - Virtual
  - On-site Virtual
- Print receipt for the ticket payment and dispute form confirmation
- Check in for Face-to-Face and On-site Virtual hearings

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In addition, the Vendor is responsible for supplying the necessary materials to secure the kiosk. The Vendor should be able to remotely erase the data from the kiosk machine in the event of theft, unauthorized access, or upon city request.

Furthermore, as part of the contract, the Vendor must collaborate with the City's credit card processor to obtain the required Point of Sale device and provide receipt papers. The kiosk exclusively accepts credit card payments and does not handle cash transactions. The City requires that the vendor passes on all credit/debit card transaction convenience fees to the customer, dictated by the City's contract with its credit card processor. The Vendor shall be responsible for ensuring the software for the kiosk is continuously working as designed and for the training staff on its use.

### **Enforcement Capability**

#### Handheld Electronic Ticket Writing Devices

The Vendor will provide:

- At the beginning of the contract, fifty (50) new rugged handheld electronic ticket writing devices (handhelds), fifty (50) handheld carrying cases with hand straps, and 50 belt clips, fifty (50) styluses, and five (5) spare styluses for the devices. Such devices must be 5G enabled and weatherproof with no malfunctions during rain or snow.
- At the midpoint of the contract, fifty (50) new rugged handheld electronic ticket writing devices (handhelds), fifty (50) handheld carrying cases with hand, and 50 belt clips, fifty (50) styluses, and five (5) spare styluses for the devices, such handhelds should be 5G enabled and weatherproof with no malfunctions during rain or snow, with updated technology and enhanced mobile network capabilities that are available at the time that these units are provided.
- At the beginning of the contract, Fifty (50) Bluetooth enabled handheld printers, fifty (50) printer carrying cases with shoulder straps and belt loops, and fifty (50) replacement belt clips.
- At the midpoint of the contract, a replacement battery for each printer unless requested by the City on an earlier date.
- At the beginning of the contract, at least nine (9) charging stations, each charging station can charge up to 6 handhelds.
- At the beginning of the contract, ten (10) quad battery charger units for Bluetooth enabled mobile handheld ticket writing device printers, each of which are capable of charging Four (4) batteries at the same time.
- At the beginning of the contract, fifty (50) custom carrying cases as specified by the City capable of holding both the handheld and the printer along with shoulder straps and belt attachment.
- At the beginning of the contract, four (4) iPads with CitySight admin access.

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 a minimum of 250 tickets on one (1) shift and uploading and downloading data and tables using an IP-based communications protocol. The selected Vendor must program and fully support the handhelds and printers, including maintenance, repair; and all operating, data communication, and processing capabilities. On the date the Vendor assumes responsibility for the City's PMIS, the handhelds and printers must be fully operational and capable of supporting the City's desired functionality as outlined in the scope of this document. Among other features, the handhelds must include the ability to take multiple photos for each violation issued, require photos for certain violations requested by the City, record audio, scan inspection sticker

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barcodes, record locations on an ongoing basis via GPS, and be used for real-time wireless communication. Handhelds to communicate in real time both sending and receiving updates to facilitate communication with PMIS as well as in the field between handhelds. Any additional handheld features offered by the vendor must be included in the total bid price for this contract. The handheld units shall be delivered with the module or accessories required to allow them to work with the City's current wireless Vendor (Verizon Wireless) installed. The units must be able to operate on the VZW nationwide 5G and Long Term Evolution (LTE) network using sufficient wireless bands to provide citywide connectivity, and be backwards compatible to use 4G coverage. The cost of the Verizon Wireless data plan is not part of this contract and will be paid for by the City.

### *Vendor Responsibilities*

The Vendor must completely manage, and process citations issued by the handhelds pursuant to these specifications and requirements. The Vendor must provide, implement, and support handheld electronic ticket writing devices and base units or "docking" stations, including hardware; software; program applications; and all required communication devices, protocols, and network connections. The City currently operates handheld ticket issuance and processing from two locations; with most handheld devices housed at 344 Broadway and additional handhelds housed at 125 Sixth Street (Cambridge Police Headquarters) in Cambridge. The City may expand to other locations if operationally necessary.

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 designated City staff so that they 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, all of the City's parking zones, a consolidated loading zone, address file, boot eligible vehicles, the consolidated Visitor Permit file, Resident Parking Permits, Revoked Resident Permits, and Revoked Visitor Permits. In addition, the handhelds must have the ability to record two times overtime parking, loading zone, and storage violations.

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 printed ticket. The handheld program must allow pre-populated comments associated with violations identified by the City or different comments to appear in a drop-down list associated with violations identified by the City. The comment table must be available to City staff to edit on their desktop computers. In addition, officers must have the ability to add freeform comments on each ticket and select whether the comments should be internal (not printed on ticket) or external (printed on ticket). The handhelds shall have the capability of printing a barcode on the ticket (which can be scanned at the City's cashier stations by the barcode scanner included in each cashier terminal) and a QR code.

All activities entered into the handheld must be recorded in the handheld memory or real-time data transfer and uploaded to the Vendor's database. These records will be used for entry and use in

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management reports and should include the time and meter/zone. Officers should have the ability to monitor parked vehicles at certain locations for overtime violations, loading zone violations, visitor permit abuse, storage violations, etc..

The handheld should indicate to the Officer overtime and loading zone entries and provide a prompt when time has expired including timings entered into other handhelds.

The Handhelds should be able to issue violations of a specific type with an escalating fine structure. For example, when a street cleaning ticket is being issued to a specific plate, the handheld must be able to determine if a previous street cleaning violation has been issued to that plate with a set amount of time to be determined by the City, and if so, issue the new violation at a higher fine amount. The City will work with the vendor to determine how to achieve this functionality.

The handhelds must also allow Officers to enter the following data to monitor vehicles for possible Storage violations: Plate, Plate State, Plate Make, Street, Street Address, Tire Stem location. If data transfer does not happen via real-time communication, the information transfer of Storage Violation data must be 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 (4) storage reports 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.

The Vendor shall develop and provide PMIS and handheld software modifications that allow for real-time integration of enforcement data between the handhelds and the City's multi-space pay stations, single-space meters, and the City's current Vendor for mobile parking meter payments (including the possibility of having multiple vendors for any or all of these payment options). The City currently has one mobile parking meter payment app as a payment method for parking, but working toward multi-parking meter app options. The Vendor will support PMIS and handheld software modifications that allow for the real-time integration of enforcement data between the handhelds and the mobile parking meter payment or in vehicle meter payment Vendor. If requested to do so by the City, the Vendor will provide a handheld function which will result in an email being sent from the handheld to City staff notifying them that a boot eligible vehicle has been located. The Vendor will also provide real-time Residential Parking Permit look-up within the handheld. All of these programming services shall be provided at no cost to the City beyond the price bid for this contract.

The handheld program must also allow officers to enter data documenting tickets for sidewalk snow and ice, 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 other City Departments with staff access to this report only and no other components or reports in the PMIS.

The Vendor must provide future enhancements to the handheld programming as requested by the City at no cost to the City beyond the price bid for this contract.

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## *Supervisory Application*

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

This data shall be transmitted wirelessly to a supervisory application device in order to provide supervisor personnel with real-time Officer handheld activity. The supervisory application shall provide the capability for supervisors to view data in various modes, for example, chronological order and ticket facsimile view, visitor permit entries, overtime entries including location entered, and to allow inspection of data for accuracy and completeness. One of the supervisor's views shall include the ability to see data in a format as similar as possible to the 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 devices such as an iPad. Devices to be approved by the City and provided by the Vendor. Mobile printing capability shall also be provided in an optimally efficient and effective manner. The supervisory application shall include the capability to produce activity reports in the field for analysis purposes. Such reports shall complement reports outlined elsewhere in this document.

## *Other 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 four hundred thousand (400,000) tickets each year for a total of one million two hundred thousand (1,200,000) during the three (3) year PMIS contract. Ticket rolls for the current printers are three inches by seven and one-third inches (3" x 7-1/3"), with one hundred and eighty-nine (189) tickets per roll. The paper is polythermal 20# material, printed 2/2.

The envelopes are currently three and fifteen-sixteenth inches by seven and one-half inches (3-15/16" x 7-1/2") Deep Flap, Peel and Seal Closure, white wove 24# material, printed 2/0. The Vendor must provide four hundred thousand (400,000) envelopes each year for a total of one million two hundred thousand (1,200,000) during the three (3) year PMIS contract.

The Vendor must also provide a total of 25 thousand (25,000 paper tickets) during the three (3) year PMIS contract.

If the handheld electronic ticket writing devices and associated printers require materials different than those laid out above, they shall be presented to and approved by the City prior to the contract start date.

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



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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.

## **Database System Requirements**

### System Availability and Response Time

The City must have a minimum aggregate ninety-five percent (95%) uptime for system availability on each terminal between the hours of 7:00 a.m. and 8:30 p.m. from Monday through Friday.

The City must have 24/7 access to a web browser-based portal that allows authorized City staff to view PMIS information and run reports. This portal should include access to the Massachusetts RMV database. The average response time for all online system processing shall be less than one (1) second. The Vendor shall notify the City of any scheduled downtime at least one (1) week before such downtime is to occur. Downtime should be scheduled for off-peak production hours.

Pay-by-Web, interactive voice response, and mobile payment applications shall be available and operational twenty-four (24) hours per day, seven (7) days per week. The Vendor shall not release the email addresses or phone numbers of users accessing the system via Pay-by-Web interactive voice response, or mobile payment applications to any third parties.

The Vendor shall notify the City of any unplanned downtime or service interruptions on any of the systems that the Vendor uses to supply the City with its PMIS. The Vendor shall report the causes and expected duration of such downtime and describe the remedial measures being undertaken by the Vendor or by any integrated third party services. The City shall supply the Vendor with the contact information for City employees and Departments who should be notified during any service interruptions.

The Vendor shall maintain a daily log of system downtime. Each month, the Vendor shall furnish the City with a summary of downtime on its own services and any integrated third party services used to execute its operation of the City's PMIS.

The Vendor shall respond within thirty (30) minutes of a reported equipment or software failure by providing the required technical support, preferably at the City's offices. In instances of repeated system failures, the City may require that the Vendor provide on-site technical support on a full-time basis until the problem is permanently corrected.

The Vendor must maintain a daily log(s) of all unexpected communications interruption. Each week, the Vendor will furnish the City with copies of these daily logs (s) as well as a weekly summary of such unexpected communications interruptions. The format of these logs and summaries shall be approved by the City, and should include, but are not limited to, the cause of interruptions, duration, and remedial measures taken.

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

At the start of the contract, the Vendor must provide the services for the full and complete operation of the PMIS over a safe and secure network connection, per the City IT Department's network security requirements. The Vendor shall provide the PMIS services at Cambridge City Hall Annex (344 Broadway) and Cambridge City Hall (795 Massachusetts Avenue) and shall provide handheld electronic ticket-



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writing devices at both 344 Broadway and the Police Department at 125 Sixth Street (See Section 3.1 for network requirements for handheld electronic ticket writing devices).

The Vendor shall supply the City with eight (8) Point of Sale (POS) cashier terminals, fifteen (15) personal computers (PCs) with monitors (additional monitors provided by Vendor when requested by the City), and associated equipment that makes up a workstation under the City IT Department's minimum hardware specifications. One (1) of these POS terminals shall be configured and on site as a "hot spare" backup terminal at 344 Broadway. These POS terminals shall include the following integrated equipment:

- Credit card processing capability as outlined in Section 1.3 of this Scope of Services
- Seventeen (17) label printers (including four (4) spares to be on-hand at 344 Broadway)
- Seventeen (17) handheld barcode readers (including (4) spares to be on-hand at 344 Broadway)
- Seven (7) Cashier drawers (including 6 at the cashier windows and 1 spare)

The Vendor shall also supply two (2) switchboard terminals that consist of two (2) PCs, monitors and associated equipment that makes up a workstation under the City IT Department's minimum hardware specifications, but do not include the above integrated equipment to make up a cashiering terminal.

The Vendor has full responsibility for the operation of these computers and connected peripherals, including hardware and software maintenance, communication equipment, network equipment, anti-virus software, security updates, etc. At its own option (but in consultation with the Vendor), the City may decide to switch to PCs and monitors provided by the City's IT Department. Should this option occur, the Vendor shall support the City in this transition and shall continue to provide the required integrated cashiering elements (credit card terminals, label printers, barcode readers, and cash drawers).

The Vendor is responsible for providing on-site support (via third party subcontracting if necessary) to resolve or replace both hardware and software problems with POS cashier terminals, switchboard terminals, or handheld electronic ticket writing devices and their components. The Vendor is responsible for providing the miscellaneous supplies used in the day-to-day operation of this equipment, including receipt paper rolls, POS receipt rolls, printer ribbons, toner cartridges, rolls of labels, and maintenance kits.

All systems required by this Scope of Services should be available via web portal, including access to the Massachusetts RMV database. Massachusetts RMV database information must be available on the same computers as those used to display the Vendor's database information. Access to the Massachusetts RMV shall be continuously available to City staff whenever staff is logged into the RMV database.

The Vendor must provide whatever training, support, night services, and weekend services the City requires to ensure that operations are uninterrupted. Vendors must include in their bid price all costs to meet this goal, including the cost of installing and testing all equipment and all personnel services required to support the installation.

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.

# City of Cambridge Parking Management Information System

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## File Archive

The Vendor shall maintain records of parking violations in the PMIS for at least 180 days after either the final disposition of a parking violation or the date a parking violation is paid in full. At the City's written request, the Vendor shall archive parking tickets with final dispositions older than 180 days from the PMIS for the purpose of creating additional file storage capacity.

The Vendor shall also be required to archive skeletal records. The Vendor, at the City's direction, shall also archive non-final dispositions of parking violations from the PMIS for the purpose of creating additional file storage capacity and processing efficiencies.

The Vendor must retain all information in the Master Violations Database on storage media or cloud-based storage platform approved by the City, for auditing and reporting purposes. The Vendor shall provide the capability for designated City staff to view, via an application system, all ticket data elements archived, including all future archives. Archive data shall be available via ticket number, vehicle registration, and registrant name. The Vendor must be able to restore such archived violation information for all archived tickets to the PMIS at the City's direction.

When violations are archived, the Vendor shall notate the affected vehicle registration files with an "archive indicator" to be displayed through online inquiry access.

## Complete and Comprehensive Back-up

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

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

The Vendor must create duplicates of all programs and files. Duplicated programs and files must be located away from the main data processing facility to ensure that copies are available if the originals are destroyed.

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

## Recovery from Catastrophic Failure/Continuity of Operations Plan

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

## City of Cambridge Parking Management Information System

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Should the Vendor fail to restore data, the Vendor will reimburse the City an amount equal to the cost incurred to reenter data. The Vendor will also reimburse any other costs incurred by the City because of the interruption of services or 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 or other catastrophe event does disrupt the system, the Vendor must have a detailed, City-approved recovery plan in place. This plan should be tested and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards.

### Conversion

This procurement document requires that, in the event the Selected Vendor is not the Existing Vendor, the Selected Vendor's violation processing database be initially loaded from a Master Violations File residing within the Existing Vendor's system. The Selected Vendor shall be required to interface with the Existing Vendor to conduct conversion activities until the conversion is deemed complete by the City. All data elements, including scanned workflow management documents and images, must be converted and remain fully integrated into the new system, such that all data and functionality available under the old system are available under the new system.

Conversion will be determined to be completed when the system performs according to the standards of the City. It will be the Selected Vendor's responsibility to accomplish all programming and testing to ensure that the conversion has been successfully completed. It will be the City's/ Existing Vendor's responsibility to supply the data, as is, from the existing parking violations databases and to define the storage formats and describe the data elements stored in the databases.

Proposal must include a comprehensive data conversion plan to convert from the Existing Vendor's system to the Selected Vendor's system. This plan shall include, but not be limited to, all responsibilities of the Selected Vendor, the City, and the Existing Vendor in the conversion effort; how the conversion will be accomplished and the associated testing and data integrity procedures; the conversion timetable and work schedule; and how the accuracy of the conversion effort will be measured. Regardless of the procedures followed, the Selected Vendor is responsible for ensuring that the functionality of the new system is similar to or better than the old system, and for providing continuity of operations for the PMIS during the conversion process.

It should be noted that the City requires a comprehensive and detailed discussion of: (a) the capture of data to be converted and (b) the subsequent use of captured and converted data. Towards this end, proposers shall be advised that the data and information requirements of the City set forth in this RFP are substantially representative of the current data and information fields that would need to be captured, converted, and utilized.

Upon completion of the contract term, the Vendor shall support the transfer of data in the event that the contract is terminated or has expired and a new Vendor is selected. Additionally, the Vendor shall be required to provide any data or information required by the City to prepare a bid or Request for Proposals document and execute a succeeding contract, to include but not be limited to current and projected baselines, computer utilization, forms utilization, definition of storage formats and description of data elements stored in the databases.

# City of Cambridge Parking Management Information System

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## Provision of Complete Services to all Tickets in the Database

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

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

## **Business Intelligence Application**

### Management Information System

The Vendor must provide a business intelligence dashboard that tracks and analyzes ticket and revenue performance. The system must also have the ability to run customized queries based on existing data tables. The vendor must provide a wide-ranging set of integrated reports covering:

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

These reports are critical to the successful operation and management of the City's Parking Services and Parking Enforcement programs. Therefore, the reports required under this scope of services must be available to City staff 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 pull and display the same information as the reports currently used by City staff.

All reports must be available for online viewing. All reporting systems must:

- Work on any computer with internet access without any software needing to be installed aside from a web browser, and
- 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:

## City of Cambridge Parking Management Information System

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- a) Pre-programmed reports that provide specific information identified by the City shall be generated on a recurring schedule.
- b) An ad hoc reporting system allowing the City to run reports after selecting criteria to create specific, customized queries.
- c) A business intelligence reporting system [the current City vendor uses Business Objects] that provides the ability to select previously created and saved reports, change parameters and then re-run the report. The system must also allow the City to create its own reports using common business terminology without the need for specialized computer programming knowledge. The system must permit drilling down, slicing and dicing (dragging icons and objects to arrange data for charts and reports), ranking and filtering (reports that illustrate selected data and hide other data without re-running reports), and creating charts and graphs, etc. Users must be able to save reports to their own files or shared files and to send reports via email to others when they are run or on a scheduled basis.
- d) Digital dashboard reports that provide a snapshot of trends and performance through the use of visual presentations of specific data. Dashboard reports must include the ability to drill down to lower-level data and must be selectable by date range and varying levels of the Department's organization and for various Key Performance Indicators to be identified by the City. Of particular importance are detailed and summary dashboard reports that graphically present the transactions that Parking Control Officers enter in their handheld electronic ticket writing devices and that can display information by agency, by shift, and for individual Officers for a particular day, or range of dates, or set of selected dates.
- e) A GIS (Geographical Information System) system that links parking violation and related data information in the Vendor's database with City of 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 results of these queries on maps produced via GIS. The Vendor shall use the GPS real-time data transmitted to the handheld electronic ticket writing devices to provide maps which show the handhelds' locations on a continuous basis whether or not a ticket has been issued. These maps must also show the location at which tickets have been issued. All location or address-based information in the PMIS database should have geo-located latitude and longitude fields associated with each entry. Violation-related data should be accessible via an API or FTP site for automatic upload to the City's Open Data Portal, taking into account any privacy concerns or field-masking required to anonymize data, which will be determined by the City.
- f) A list and brief description of reports is included as an appendix to this scope of services. Please note that this is not a comprehensive list of required reports, rather the reports in the appendix include those most used by the City or most important to the City's operations.

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

### SSO – Single Sign on and dashboard

The vendor shall provide a landing page incorporating a Single Sign-On solution tailored for the efficiency of City users. This landing page facilitates easy access to all designated platforms. The vendor is expected to integrate a Single Sign-On mechanism that allows each City user to authenticate his or her identity through one credential, thereby gaining access to various interconnected, yet independent platforms. It is essential that the vendor's solution be flexible and capable of accommodating the unique permissions and privileges as determined by the City for each staff member across all platforms. This adaptability is crucial, given the varying requirements within the wide range of platforms utilized by the City.

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## Production Schedules

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

- File processing
- Report generation, such as scheduled management information reports, online claims processing related reports, and all scheduled reports relative to any systems for which the Vendor is responsible
- Transaction cutoff periods
- Notice mailing
- Name and Address requests and re-requests from the RMV
- Registration and License “mark” requests and re-requests
- Registration and License “clear” requests and re-requests
- Boot and Tow System seizure eligible list (boot book in hard copy and online)
- Successful processing of credit card and handling of cash payments
- Development schedule associated with the required customization of the enforcement application to get in line with the City’s desired business processes
- And more.

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

## **Additional Client Related Services**

### Required Screen Data - Customer Service Inquiry Screens

The Vendor must provide detailed and comprehensive online inquiry screens to support numerous general and universal inquiry and customer service functions. The Vendor shall provide general inquiry screens containing data from all systems and system elements including:

- Noticing;
- Parking Ticket Information;
- Disputes and Adjudication;
- Boot and Tow;
- Registry of Motor Vehicles Interface;
- Both Summary and Detail plate and ticket information;
- Correspondence, letters, and image detail for all tickets and permit applications submitted online;
- RMV ownership information and Non-Renewal Information;
- Batch update detail;
- Online Resident and Visitor Parking Permit Portal
- Online Customer Portal
- Online Enforcement Portal

### Daily Receipt of Mail and Lockbox Processing Functions

The Vendor shall rent a post office box or other postal address, preferably within Cambridge, and all correspondence sent to that address shall be removed by the Vendor via bonded messenger at the

## City of Cambridge Parking Management Information System

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beginning of each processing day and delivered to the Vendor's lockbox processing facility. The Vendor must process all parking violation payments mailed into the local post office box or mailing address. All payments received by the Vendor must be processed at the lockbox and revenue deposited by the next business day following pickup at the post office. All cash and checks must be deposited in the bank designated by the City. Checks and money orders shall be scanned at the lockbox and electronically deposited in the account at the City's designated bank.

The Vendor is responsible for (a) the receipt and routing of all lockbox mail, (b) the processing, accounting and daily deposit of lockbox payments, (c) the routing of parking ticket related correspondence, and (d) the scanning of parking ticket related correspondence. The Vendor shall ensure that an image of the front and back of each check or money order deposited is entered in the City's parking ticket database and indexed to the ticket for which it is a payment. A symbol must appear on the record for each such ticket indicating that this image is available for City staff to view. All correspondence received via lockbox will be imaged at the Vendor's lockbox processing facility by the Vendor as described in Section 6.6 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 TP+T 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 in the ticket record, currently twenty five dollars (\$25),
- Reclassifying the associated ticket as unpaid, and
- Sending a letter AND/OR email to the ticket holder informing the person of the need to pay the ticket and the bounced check fee.
- Notifying the City.

The following payment types must be accepted:

- whole and partial ticket payments
- multiple whole and multiple partial ticket payments
- all ticket payments due associated with a single license plate
- all ticket payments due associated with multiple license plates

The Vendor shall establish procedures to ensure that:

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



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The Vendor shall maintain effective security over cash, checks, and terminals. This includes the timely (next business day) depositing of any cash payments received and the control of error correction capabilities. The total amount of all checks processed each day will be credited to a deposit account specified by the City.

The Vendor shall reconcile amounts paid, amounts posted/applied to the PMIS, and amounts deposited. Further, the Vendor shall provide the City with all pertinent back-up documentation of each transaction listed on all bank statements either on a daily basis or as they are received from the bank (e.g., daily lockbox deposit slip copies, all bounced check bank listings, any and all credit/debit items, all wire transfer activity, etc.; and copies, front and back, of all bounced checks originally processed at 344 Broadway and City Hall). The Vendor is required to produce a daily report of all lockbox transactions.

### Parking Ticket Pick-Up and Control

Employees of several City of Cambridge Departments issue tickets, either by using a paper ticket book or a handheld electronic ticket writing device. Paper tickets are to be picked up each business day at 344 Broadway by a bonded Courier provided by the Vendor and delivered to the Vendor's office or other appropriate location for processing and data entry. The Vendor shall be responsible for reconciling differences between the number of violations received from the City and the number of violations processed and updated to the master violation file. Handheld-generated ticket data must be immediately electronically transferred to the Vendor's premises and immediately uploaded to the Vendor's data management system and its associated dashboard.

In addition, this Courier must be able to transport supplies between 344 Broadway and the Vendor's office each business day. Supplies may include boxes of tickets (ticket rolls and paper tickets), envelopes, equipment to be repaired (including handheld electronic ticket writing devices and printers), correspondence, and other assorted items. 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 shall be responsible for ensuring the key fob is under their control at all times.

### Paper Parking Tickets and Data Entry

The Vendor must perform data entry of the information from all paper tickets into the PMIS database. Tickets (provided by the Vendor) are to be bound in books of not less than twenty-five (25) tickets per book with a cover and must be designed to meet the requirements of Massachusetts General Laws, Chapter 90, Section 20A 1/2.

The City writes an average of seven thousand (7,000) paper tickets per year. The vendor must provide enough ticket books to provide to all Cambridge Police Officers, the Vendor must provide thirty thousand (30,000) paper tickets for the three-year contract term (if applicable) or ten thousand (10,000) paper tickets per year during the term of the contract. The instructions for the ticket writers must be printed inside the cover and the tickets must include a self-mailer type envelope. The tickets must be multi-part with the (1) original copy for data entry, (2) a second copy to remain in the book for city records, and (3) a violator copy attached to the self-mailer to be issued by the ticket writer. The violator copy must be encoded so that the pre-printed ticket number can be read for payment processing using optical scanning equipment. The tickets shall also contain a barcode. Ticket books shall be ordered in an



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amount to cover twelve (12) months, unless otherwise approved by the City, to allow for any changes in wording or fine amounts the City wishes to make. Proofs must be approved by the City each time the Vendor orders a new supply of tickets. The Vendor shall store the tickets and deliver them to the City in amounts as requested by the City. The Vendor will produce and deliver these paper-issued tickets at no additional charge beyond the price quoted in the price summary form of this RFP.

### Updating Tickets to the Online and Master Files

The Vendor, within one (1) working day of receiving daily files for paper tickets, must process and update the PMIS Master Files to reflect new entries for parking ticket violations. Handheld parking tickets must be processed and updated to the Master Files immediately to reflect new entries for parking ticket violations. The Vendor is responsible for validating the information entered for the ticket. This includes violation number, date and time of issuance, state, plate, plate type, plate color, make of vehicle, color of vehicle, route number, location of violation, violation description, fine amount, issuing officer, badge number, division, and any or all notes or comments. If the registration on the ticket matches an existing record in the Master Violation File, the Vendor will add the ticket data to the existing plate record. If the registration does not match an existing record in the Master Violation File, the Vendor will add the ticket data to a newly created registration record. The Vendor will make the new ticket data available for online access and system usage once it has been added to the Master Violation File.

### Document Image Processing and Workflow Management System

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

All lockbox-received correspondence will be imaged at the Vendor's lockbox processing facility by the Vendor. The Vendor's scanning device(s) must accommodate correspondence items which will likely contain two (2) or more pages containing typed, machine-printed or handwritten text of various sizes, weights, and colors, as well as photographs or drawings which will require imaging. In order to capture the postmark date, the envelopes which contain correspondence must also be imaged and included with the scanned correspondence. Correspondence is also frequently enclosed inside actual parking tickets; therefore, some parking tickets received at the lockbox require imaging. This correspondence shall be electronically sent in a queue, allowing the City to process it as a ticket dispute. The original copies of such correspondence shall be retained by the Vendor for a timeframe decided by the City. The system must allow City personnel and Vendor staff to manually attach images to parking violations.

Additional documents received in person or by mail 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.

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

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The workflow management system must be integrated with the City's PMIS so that City personnel can perform customer service functions and claims processing by viewing correspondence images simultaneously with detailed plate and violation data. The system must be organized into "holding tanks" or "queues" for the various levels of completion: newly arrived, pending research, awaiting a hearing, done, etc., so that City personnel can move the images and correspondence from one location to another.

## Correspondence and Parking Ticket Dunning Notice System

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

- a primary Massachusetts and out-of-state noticing program;
- additional noticing;
- a Special Collections Noticing System;
- a Notice Management System;
- comprehensive Mail House services;
- comprehensive quality control and the processing of returned mail.

The Vendor must record in the Master Violations File the mail date/s and Notice type/s of all notices mailed in relation to each violation. The Vendor must also maintain proper documentation of all Noticing activity and provide the City with such documentation in accordance with a schedule determined by the City. The Vendor is required to provide an electronic representation or facsimile of the actual notice, letters, correspondence, images, generated to the customer indexed to the ticket and available for online retrieval. The Vendor must indicate in the Master File any notices returned by the postal service. The City will provide specifications to the Vendor as to the form, content, sequencing, and timing of all notices that are mailed to violators with outstanding violations. The number of notices that the Vendor will be required to send with respect to a single ticket shall be at least four (4). In addition, the City may direct the Vendor to produce a variety of correspondence letters to violators that are not part of the previous four (4) defined notices e.g. special notices sent to violators who have previously received the original four (4) notices. The City's current Vendor mailed approximately 230,000 notices regarding 260,000 unpaid tickets; 18,000 correspondence letters; 1,000 Resident Parking and Visitor Permit Renewal letters; and 30,000 Resident Parking and Visitor Permit Renewal postcards.

## *Mail House Function*

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

## *Collection Agency Services*

The Vendor shall provide collection agency services as requested by the City. The City will pay the Vendor a negotiated percentage or dollar amount fee of the revenue it collects for services provided under this Section. The negotiated fee to be paid to the Vendor shall include all costs for the services

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including those listed below. The amount to be paid to the Vendor shall be included in the Vendor's monthly invoice to the City and shall not be netted out of the revenue collected by the Vendor on behalf of the City for these services. The Vendor shall perform the following Special Collections functions:

- Analysis of the database to select tickets that meet the targeted population identified by the City.
- Search multiple databases to obtain the most accurate and up to date name and address information for the vehicle owner.
- Design and creation of the Notices to be sent. The notice may not indicate that unpaid parking tickets will impact credit reports. All costs associated with the design, purchase of paper stock, printing, emailing, mailing and first-class postage shall be included in the process and included in the Vendor's fee for these services.
- Process any and all payment transactions as well as the scanning of correspondence received.
- Provide management audit reports to the City on a monthly basis.
- Generate a monthly billing report to the City.
- Outbound Calling – as a last attempt to reach out to the constituent, all unpaid tickets at the end of the noticing cycle will be turned over to the Vendor's Outbound Calling agent. The Outbound Calling agent will send out name and address information in order to obtain phone numbers for the process.

## Training

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

## Performance Reporting

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

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

## Change Management

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

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developing this process in consultation with TP+T staff, but the process shall, at a minimum, include these elements:

- A structured process for intake of necessary and proposed changes, including clearly defining the scope and schedule for the required work. The Vendor shall be responsible for working with TP+T staff to document functional requirements, key milestones, user needs, and other key aspects of any proposed changes, and will vet this documentation in writing with TP+T staff in advance of starting work.
- All system modifications, enhancements, or other changes within the PMIS or handheld electronic ticket writing device production environment must be properly tested by the Vendor in the associated test environment and shall be approved by the City before said changes are implemented in the production environment. The City shall also have access to test environments for viewing or testing new functionality before the Vendor pushes those changes to the production environments.
- The Vendor shall provide comprehensive test files and test environment to test both batch and online systems and shall provide the City with actual test results before implementing any significant system changes. The test files and test environment shall mimic the production environment except for those changes that the Vendor is developing, so proper testing of the system at large can be conducted.
- A process for clearly documenting any changes in the scope of work and/or the schedule, or any other changes in milestones or proposed activities.
- A clear process for determining when a system change is expected to go live to the public, along with the ability to roll back those changes if an error or other problem is detected once the changes are live/in production.
- Any other change management process elements that the Vendor or TP+T believe are necessary to ensure successful change management, in accordance with standard practices in Information Technology project management.

Specific Vendor Responsibilities Include:

- Develop a test matrix to include transactions, conditions, and desired results
- Develop test data files
- Perform and document unit tests and submit to the City for approval
- Debug each process
- Conduct system test involving all functions and interfaces
- Document the final system test and submit to the City for approval

System Testing Phase Milestones:

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

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

## Appendix A | List of Reports

*(AH stands for ad hoc reports)*

### A.1 | Violation Issuance and Route Enforcement Operational Reports

The PMIS must include a data warehouse function to create the reports. Selected Vendor must provide manuals and trainings on how to use the various functions of the reporting system. The City may dictate standard customizable and editable reports that the Vendor must create for easy access and information gathering. Below are samples of existing reports utilize by the department in their day-to-day activities.

#### A.1.i | Parking Control Officer Activity Reports

These reports include a list of all activities entered in each Officer's handheld electronic ticket writing device including the date and time of each entry. Data listed include Resident Permit Number, visitor permits, overtime and storage entries including time of entry, type of entry, plate number of vehicle, location including address and cross street, meter number and visitor pass permit 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 activity, 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 also includes any signage issue and meter outage that are entered by parking control officers. This report lists the activity of all officers and sorts by date and then by officer. (AH)

#### A.1.ii | Parking Control Officer Activity Reports (Excel Export Requirement):

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)

#### A.1.iii | Visitor Permits Reports

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

#### A.1.iv | 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)

## **A.1.v | 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)
5. Timing (AH)

## **A.1.vi | Handheld Voided Tickets**

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

## **A.1.vii | 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)

## **A.1.viii | 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)

## **A.1.ix | 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)

## **A.1.x | 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)

## **A.1.xi | 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)

## **A.1.xii | 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)

## **A.1.xiii | 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)

## **A.1.xiv | 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)

## **A.1.xv | 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)

## **A.1.xvi | 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)

## **A.1.xvii | 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)

## **A.1.xviii | 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)

## **A.1.xix | 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)

## **A.1.xx | 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)

## **A.1.xxi | 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)

## **A.1.xxii | 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)

## **A.1.xxiii | Tickets Written by Officers during Specific Dates**

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

## **A.1.xxiv | 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



# City of Cambridge Parking Management Information System

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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.

## **A.1.xxv | 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.

## **A.2 | Parking Permit Reports**

### **A.2.i | RPP Notice for Short-Term Residents**

This report contains a comprehensive listing of each Short-Term resident who has been sent a Notice 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.

### **A.2.ii | RPP Notice for Long-Term Residents**

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

### **A.2.iii | RPP Notice for Long-Term Visitor Permit Applicants**

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

### **A.2.iv | RPP Notice for Short-Term Visitor Permit Applicants**

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

### **A.2.v | Rolling RPP and Workflow Report**

This report contains a list of each residential parking permit that has been renewed online but which has not yet been issued by the staff. During renewal season, more permits are accessed and renewed online 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 online and renewed their permit.

### **A.2.vi | 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.



## **A.2.vii | 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, payment type, Name and Address.

## **A.2.viii | 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 online, 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.

## **A.2.ix | 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.

## **A.2.x | Permits Issued Each Year by Street Name and Year**

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

## **A.2.xi | 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)

## **A.2.xii | 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)

## **A.2.xiii | 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.

## **A.3 | Daily Cashiering Reports**

### **A.3.i | Online 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, Contactless Payment Type, Credit Card, Debit Card, Mobile Pay, 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.

## **A.4 | Daily Non-Cashiering Monetary Reports**

### **A.4.i | 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.

### **A.4.ii | Interactive Voice Response**

This report is identical to the Pay-by-Web report except its source is the interactive Voice Response function offered by the Vendor.

### **A.4.iii | Mobile Payment Application**

This report is identical to the Pay-by-Web report described above except that it only includes ticket payments that originate via the Mobile Payment apps provided by the Vendor.

## **A.5 | The Fleet Reporting System Report**

### **A.5.i | 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.

## **A.6 | Adjudication Related Reports**

### **A.6.i | Online 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, Violator Name, and staff member who dismiss the ticket or late fees.

### **A.6.ii | Online 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.

### **A.6.iii | 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 twenty-one (21) days overdue as well as the hearings that

the Hearing Officer has scheduled for tickets that have been disputed, been denied, and the customer now requests an in-person, telephonic, or virtual hearing. The report contains State and plate Number, Full Customer Name and Address, ticket Number, Violation Description, Issue Date, and Amount Due.

## **A.7 | Towed and Booted Related Reports**

### **A.7.i | 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.

### **A.7.ii | 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.

### **A.7.iii | 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.

## **A.8 | Miscellaneous Reports**

### **A.8.i | 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. Over time, 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, Model on the RMV, Identified Name, Vehicle Color.

### **A.8.ii | 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)

## **A.9 | Financial Management Reports**

### **A.9.i | 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 (July to June). Payment types are walk-in, cash, check, mail, Interactive Voice Response, Contactless payment, mobile payment, and pay by web.

### **A.9.ii | 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, ACH rejects/chargebacks, and

# City of Cambridge Parking Management Information System

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plates paid, the percentage each type of payment represents and totals for each week. In addition, the report should also track the total payment of issued and paid tickets within the same fiscal year, and track all payment types (i.e. card, check, cash, contactless payment, mobile payment and more) per Service (i.e. ticket, permit, etc).

## **A.9.iii | 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.

## **A.9.iv | 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.

## **A.9.v | 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.

## **A.9.vi | 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.

## **A.10 | Payment Collection Reports**

### **A.10.i | 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 FY1985.

### **A.10.ii | 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.

### **A.10.iii | 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.

## **A.10.iv | 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.

## **A.10.v | Special Collections Weekly Summary**

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

## **A.10.vi | 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.

## **A.10.vii | 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.

## **A.10.viii | 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.

## **A.10.ix | 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.

## **A.11 | Ticket Dismissals Reports**

### **A.11.i | 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.

### **A.11.ii | 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.

### **A.11.iii | 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.

## **A.11.iv | 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.

## **A.12 | Name and Address Acquisitions Report**

### **A.12.i | 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.

## **A.13 | Massachusetts RMV Ticket Marks and Clears Report**

### **A.13.i | 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.

## Appendix B | Noticing Schedule

From the date a ticket is issued, the Vendor shall issue the following notices to the violator:

Overdue Notice: Shall be sent twenty-eight (28) days after the issuance of a ticket (allowing for holidays and weekends), or twenty-one (21) business days.

Impending License Suspension: Shall be sent forty (40) days after the overdue notice was sent informing the violator that if the tickets are not paid, his/her license and/or registration will be marked for non-renewal at the RMV.

Non-Renewal Notice: Is system generated thirty (30) days after the impending license suspension letter has been sent informing the violator that the Registry of Motor vehicles has been notified of the unpaid violations.

Seizure Notice: Is sent when five (5) or more unpaid tickets, all of which are more than 21 days old have accrued on a license plate.

Special Notice: Additional notices sent per the City's request.

## Appendix C | Criteria for Online Resident Parking Permit Renewal System

- A. The Online Resident Parking Permit Renewal System (Online Renewal System) shall offer an existing or new customer, who qualifies as an online candidate, the ability to access and review online 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. The Online Renewal System shall offer the qualified customer the ability to initiate the renewal of their residential parking permit or their Visitor Pass online 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 card using the same facility of the PMIS that is 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 Online Resident Parking Permit Renewal 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 online 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 online resident parking permits that the customers renew online. 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.



# City of Cambridge Parking Management Information System

## 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.	YES	NO
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 100,000 or more parking tickets per year for three years within the past seven years.	YES	NO
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.	YES	NO
4. The proposer has three years current experience with the Commonwealth of Massachusetts’ Registry of Motor Vehicles in performing automated name and address acquisitions.	YES	NO
5. The proposer has two years’ experience with the Motor Vehicle Agencies 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.	YES	NO
6. Proposer shall provide, upon the City’s request, proof of financial solvency.	YES	NO
7. The proposer currently has a local office in the Cambridge area (within 30 minutes driving distance from 344 Broadway, Cambridge, 02139), or shall establish a local office in the Cambridge area prior to execution of contract, or shall provide third party support from a local Vendor in the Cambridge area by the start of this contract, where staff working on this contract shall be based for the full duration of the contract awarded for three years.	YES	NO
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 cashing system.	YES	NO

## 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 five (5) years direct experience, which must include the past three (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).

**Advantageous:** The proposer has a minimum of three (3) years direct experience, which must include the past two (2) 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 three (3) years but at least one (1) year direct experience, and/or less than two (2) years of which is within the past four (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 one (1) year direct experience, 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 (2) 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 (2) 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 proposal 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 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 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 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 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 / PLAN OF SERVICES**

### **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, employee 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 (2) other PMIS environments comparable 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 (1) 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 comparable in volumes and features to that of Cambridge. These 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 (1) of the following criteria:

- the proposer has included organizational charts, job descriptions, employee 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 (2) other PMIS environments comparable 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 (1) 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 comparable in volumes and features to that of Cambridge. These 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 (2) of the following criteria:

- the proposer has included organizational charts, job descriptions, employee 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 (2) other PMIS environments comparable 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 (1) 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 comparable in volumes and features to that of Cambridge. This criterion 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 (1) of the following criteria:

- the proposer has included organizational charts, job descriptions, employee 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 (2) other PMIS environments comparable 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 (1) 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 comparable in volumes and features to that of Cambridge. These 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 (3) years' direct PMIS experience in PMIS operating installations comparable 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 (3) years' direct PMIS experience and performance in PMIS operating installations comparable 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 (2) years' direct PMIS experience and performance in PMIS operating installations comparable 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 (1) year actual and direct PMIS experience and past performance in PMIS operating installations comparable 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. MOTOR VEHICLE AGENCY 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 (2) clients 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 five (5) 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 (1) client 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 three (3) 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 (1) client 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 two (2) 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 (1) client 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 two (2) 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 five (5) 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 online 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 (3) or more Massachusetts based clients, at least two (2) 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 three (3) 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 online 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 (3) or more Massachusetts based clients, at least one (1) 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 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 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 to less than three (3) Massachusetts based client(s) or such services have been provided for less than two (2) 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 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 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 innovative 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 innovative 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 innovative 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 innovative approaches to delivering PMIS services.

## **F. DISADVANTAGED VENDOR STATUS**

This City considers the diverse make-up of the chosen vendor to be of significant importance. As such, the City will rate more highly those proposals submitted by disadvantaged vendors as defined in G.L. c. 30B, §18. The proposer must submit documentation of certification by the Commonwealth of MA Supplier Diversity Office (SDO) or other government-authorized certifying entity if outside of the Commonwealth of Massachusetts in support of disadvantaged vendor status.

**Highly Advantageous:** The proposer currently holds SDO disadvantaged vendor certification

**Advantageous:** The proposer currently holds disadvantaged vendor certification from a government-authorized certifying entity other than the SDO

**Not Advantageous:** The proposer currently does not hold disadvantaged vendor certification from either SDO or other government-authorized certifying entity.

## Article IV. Other Required Submissions

### Technical Proposal

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

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 (1) of the items listed below, proposers should include the information in one (1) section and reference that information by location in other section(s).

The technical proposal must include the following:

- A. Response to the scope of services.
- B. A description of any exceptions to the required services.
- C. Information about the proposer's provision of PMIS services to five (5) full-service clients that are most comparable to Cambridge.
- D. 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.
- E. A description of the proposer's experience interfacing with Motor Vehicle Agencies.
- F. A description of the proposer's experience interfacing with the Massachusetts Registry of Motor Vehicles.
- G. A description of the proposer's data center hardware and technical environment.
- H. Subcontractor, partnership and joint venture information.
- I. System and Operational 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:

#### [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 sections 1 and 2 of the RFP.

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.

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.

Information about the proposer's provision of PMIS services to five (5) full-service clients that are most comparable to Cambridge.

List five (5) client systems that are most comparable to the systems requirements stated in the City's scope of services and most comparable 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 comparable to Cambridge's requirements.

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

- Provision of a PMIS that is comparable in size, complexity, and features to Cambridge
- Responsiveness and tracking of customer service requests
- Quality of staff
- System and Operational 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 five (5) 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 (4) years:

- Gross Violation Collection /year, for each of the past four (4) years:
- Number of payments processed/year for each of the past four (4) years:
- Number of requests for registry data/year, for each of the past four (4) years:
- Number of tickets marked and cleared for non-renewal/year, for each of the past four (4) years:
- Number of parking ticket “dunning” notices mailed/year, for each of the past four (4) years:
- Number of resident parking permits issued/year for each of the past four (4) years:
- Number of visitor parking permits issued/year for each of the past four (4) years.

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 personnel should be provided (and other if the proposer desires).

Proposers should also include organizational chart(s) and/or a description of the management plan as specified in section 1.2 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, or the plan to establish third party coverage from a subcontractor 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.

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, Canada and Mexico 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 (3) years, to the extent possible, for the 22 known Motor Vehicle Agencies with which the City has the highest volume of activities.

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, to the extent possible.

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 (3) calendar or fiscal years, to the extent possible:

- 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 proposer's interface with and knowledge of 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.

[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.

[Integration with third party parking services providers](#)

Operation of a PMIS increasingly requires integration with third parties to verify payment status, provide data to customers, or improve the efficiency of operations. Proposers should provide a summary of their approach to data integration and connectivity to third parties from technical, organizational, security, and privacy protection perspectives.

[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 three (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.

[System and Operational 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 devices and associated equipment.

**Price Proposal**

**Page 1 - Price Summary for 9/1/2024 – 8/31/2027 for all baseline products and services required in the PMIS RFP.**

Please specify associated cost by line items for services described in the RFP. List total price for Year 1, Year 2, and Year 3. A sample of the 2018 PMIS RFP price sheet is listed below as reference.

Line Item Description	Unit Cost	Quantity (projection)	Total Cost	Cost breakdown details and descriptions
<b>Total Price Proposal Cost</b>				

Total Price Proposal Amount in words: \_\_\_\_\_

In the event of a discrepancy in the price listed in dollar value and the total price written in words the written word shall prevail.

Proposer Name: \_\_\_\_\_



**Page 2 – Price summary for 9/1/2024 – 8/31/2027 for prices for Additional Products and Services as described in Section 1.5 of the RFP.**

For each additional product or service, 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)

Sample page 1. We have provided this only for your reference. Do not use this form.

<b>PMIS 2018 Price Sheet Sample</b> <b>for all baseline products and services required in the PMIS RFP</b>	
A. Cost of processing handheld tickets in the PMIS	Unit Cost _____ x 1,200,000 (Number of handheld tickets projected to be issued) = \$ _____
B. Cost of entering paper tickets in the PMIS	Unit Cost _____ x 27,000 (Number of paper tickets projected to be issued) = \$ _____
C. Cost of ticket payment processing	Unit Cost _____ x 1,200,000 (Number of tickets projected to be paid) = \$ _____
D. Cost of sending notices regarding unpaid tickets	Unit Cost _____ x 690,000 (Number of dunning <u>notices</u> mailed regarding unpaid parking tickets) = \$ _____
E. Cost of sending adjudication system correspondence	Unit Cost _____ x 51,000 (Number of correspondence letters mailed regarding disputed parking tickets) = \$ _____
F. Cost of sending resident and visitor parking permit renewal notifications	Unit Cost _____ x 230,000 (Total number of letters and postcards mailed annually notifying residents about renewing their resident and/or visitor parking permits) = \$ _____
G. Conversion cost (Conversion from current to new vendor)	\$ _____
<b>TOTAL PRICE PROPOSAL AMOUNT</b> <b>(A+B+C+D+E+F+G)</b>	\$ _____

**REFERENCE SUBMISSION REQUIREMENTS**

1. Proposer shall provide references from three clients for whom they have provided similar services within the past three (3) years. Proposer shall include entity name, contact name, address and telephone number of each reference. Failure of a reference to follow up with the City on any inquiry will result in the disqualification of that reference. The City reserves the right to use itself as a reference, to contact references other than those provided by the proposer and to otherwise perform its own due diligence in determining the responsibility of the proposer.

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

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

Address \_\_\_\_\_

Phone \_\_\_\_\_ EMAIL \_\_\_\_\_

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

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

Address \_\_\_\_\_

Phone \_\_\_\_\_ EMAIL \_\_\_\_\_

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

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

Address \_\_\_\_\_

Phone \_\_\_\_\_ EMAIL \_\_\_\_\_

This page must be submitted with the technical, non-price proposal.

## **Other Forms**

The following forms and documents must be submitted with the technical, non-price proposal.

- Cori Compliance Form
- Anti-Collusion and Tax and ADA Compliance Certificate
- Wage Theft
- WISP affirmation
- CORI Policy
- Living Wage Ordinance
- Truck Safety Ordinance
- Sample Contract

**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.**

**Submit this form with your Proposal.**

**Americans with Disabilities Act (42 U.S.C. 12131)  
Section 504 of the Rehabilitation Act of 1973  
Tax Compliance/Anti-Collusion Statement  
Debarment Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

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

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

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

\_\_\_\_\_  
(Print Name of person signing bid)

\_\_\_\_\_  
(Signature & Title)

**Submit this form with your Proposal.**

## WAGE THEFT PREVENTION CERTIFICATION

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

### **Instructions for this form:**

A prospective vendor must check box 1 or box 2, as applicable, as well as boxes 3-5, and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary and filed with the Purchasing Agent.

The undersigned certifies under the pains and penalties of perjury that the vendor is in compliance with the provisions of Executive Order 2016-1 as currently in effect.

### **All vendors must certify that [check either box 1 or box 2, as applicable]:**

1.  Neither this firm nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission.

**OR**

2.  This firm, or a prospective subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

### **In addition, all vendors must certify each of the following:**

3.  Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract, will be reported to the Purchasing Agent or other City department within five (5) days of receiving notice.

4.  Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal, while the bid/proposal was pending, or during the term of the contract shall, upon request, furnish their monthly certified payrolls for their City contract to the Purchasing Agent for all employees working on such contract and are required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5.  Notice provided by the City, informing employees of the protections of Executive Order 2016-1 and applicable local, state, and federal law will be posted by this firm in conspicuous places.

Attested hereto under the pains and penalties of perjury:

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

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

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

Pursuant to Executive Order 2016-1, vendors who have been awarded a contract with the City of Cambridge must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, G.L. c. 151, and 21 U.S.C. 201 *et seq.* in conspicuous places. This notice can be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

**This form must be submitted with your Proposal**



**CITY OF CAMBRIDGE**  
**WRITTEN INFORMATION SECURITY POLICY (WISP) AFFIRMATION**

I, \_\_\_\_\_ the undersigned, hereby confirm and acknowledge to the City of Cambridge that I am aware of and understand the City of Cambridge's Written Information Security Policy (WISP) as outlined in the link below; and shall comply with the requirements of the City of Cambridge's WISP policy to the extent the policy applies to this contract.

<https://www.cambridgema.gov/-/media/Files/informationtechnologydepartment/WISP.pdf>

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

\_\_\_\_\_  
Signature of bidder/Contractor

\_\_\_\_\_  
Printed Name of bidder/Contractor

\_\_\_\_\_  
Title

**This form must be submitted with your Proposal**

## 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 the Department of Criminal Justice Information Services (DCJIS) and MGL c. 6, §172, and only after a CORI Acknowledgement Form has been completed. 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 DCJIS.
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 DCJIS, the authorized individual will closely compare the record provided by DCJIS 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 DCJIS' *Information Concerning the Process for Correcting a Criminal Record* so that the applicant may pursue correction with the DCJIS.
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 DCJIS *Information Concerning the Process for 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 DCJIS and request a detailed search consistent with DCJIS 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.

**ORDINANCE NUMBER 1376**

**Final Publication Number 3390. First Publication in the Chronicle on November 5, 2015.**

**City of Cambridge**

**In the Year Two Thousand and Fifteen**

**AN ORDINANCE**

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

**Be it ordained by the City Council of the City of Cambridge that the Municipal Code of the City of Cambridge be amended as follows:**

**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 Standard Compensation**
- 2.121.050 Waivers and Exceptions**
- 2.121.060 Notification Requirements**
- 2.121.070 Duties of covered Employers**
- 2.121.080 Community Advisory Board**
- 2.121.090 Enforcement**
- 2.121.100 Severability**
- 2.121.110 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, but does not include a Covered Building Services Employer.

**(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, other than a Covered Building Service Employee, 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.

**(j) “Covered Building Service Employee”** means any person performing building service work for a Covered Building Service Employer, either directly or through a contract or subcontract.

**(k) “Building Services” or “Building Service Work”** means work performed in connection with the cleaning of buildings and security guard services.

**(l) “Covered Building Service Contract”** means a contract or subcontract to provide Building Services to the City of Cambridge or any of its departments or subdivisions.

**(m) “Covered Building Service Contractor” or “Covered Building Service Employer”** means an entity providing Building Services on a Covered Building Service Contract or subcontract with the City or any of its departments or subdivisions.

**(n) “Standard Compensation”** has the meaning stated in Section 2.121.040.

#### **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 Standard Compensation**

**(a) Applicability.** Covered Building Services Employers shall pay no less than the Standard Compensation to Covered Building Service Employees.

**(b) Standard Compensation** shall include the standard hourly rate of pay for the relevant classification.

**(c) Amount.**

(i) The “Standard Hourly Rate of Pay” for Covered Building Service Employees other than for security guards shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts;

(ii) The “Standard Hourly Rate of Pay for security guards” shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or

(3) the hourly rate paid to workers in the relevant classification under a preceding Building Service Contract.

(iii) The Standard Hourly Rate of Pay for Covered Building Service Employees other than for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(iv) The Standard Hourly Rate of Pay for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

(v) “Standard Benefits” for Covered Building Service Employees other than for security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire

supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent (20%) of the standard hourly rate of pay.

(vii) “Standard Benefits for security guards” shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or (2) twenty percent (20%) of the standard hourly rate of pay.

(viii) For the purposes of this section, “benefits” shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Building Service Employee or to any other party on the Covered Building Service Employee’s behalf, because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason

(ix) Standard benefits for Covered Building Service Employees other than for security guards shall be adjusted annually to be no less that equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(x) Standard benefits for security guards shall be adjusted annually to be no less that equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

#### **2.121.050           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. There shall be no waivers or exceptions made with respect to the Standard Compensation for Covered Building Service Employees.

**(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.

#### **2.121.060 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.

All Covered Building Service Contracts and all solicitations for Building Services issued by the City of Cambridge or any of its departments or subdivisions, shall contain a provision indicating the number of hours or work required and stating the Standard Compensation for the relevant classification that is applicable to the Covered Building Service Employees and shall contain a stipulation that the Covered

building Service employees shall be paid not less than the Standard Compensation for the relevant classifications.

All requests for proposals or other solicitations and all specifications for Building Service Work, shall include specific reference to this chapter, shall state the required number of hours, and shall require prospective building service contractors to submit pricing on a standard worksheet furnished by the City that specifies the components of hourly pricing for the duration of the contract.

## **2.121.070 Duties of Covered Employers.**

### **(a) Notification Requirements.**

Covered employers and Covered Building Service 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 and notice of the Standard Compensation 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, or a Covered Building Service Contract, 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 or Standard Wage if applicable, as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
- (4) a list of Covered Employees and Covered Building Service 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.

**(g) Payroll reporting.** Every six (6) months, a Covered Building Service Employer, shall file with the City a complete certified payroll showing the Covered Building Service Employer's payroll records for each Covered Building Service Employee. Upon request, the Covered Building Service Employer shall produce for inspection and copying the payroll records for any or all applicable Covered Building Service Employees for the prior three (3) year period.

**(h) Transitional Employment Period.** The City shall give advance notice to a Covered Building Service Contractor and any collective bargaining representative of the Covered Building Service Contractor that a Covered Building Service Contract will be terminated, and the City shall also provide the name, address, and telephone number of the successor Covered Building Service Contractor or contractors where known. The terminated Covered Building Service Contractor shall, within five (5) days after receipt of such notice, provide to the successor Covered Building Service Contractor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the building service contract at the time of receiving said notice. If a successor Covered Building Service Contractor has not been identified by the City by the end of the five (5) day pay period, the terminated Covered Building Service Contractor shall provide the information to the City, at the same time that the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Contractor.

A successor Covered Building Service Contractor or subcontractor where applicable shall retain for a 90-day transitional employment period all employees who were employed by the terminated Covered Building Service Contractor and its subcontractors at the building(s) covered by the terminated contract. This requirement shall not apply in the event the City chooses to employ building service employees directly.

If at any time the successor Covered Building Service Contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, the successor Covered Building Service Contractor shall retain the employees by seniority within

job classification. Except for such layoffs, during the 90-day transition period, the successor Covered Building Service Contractor shall not discharge without cause an employee. During the 90-day transition period, the successor Covered Building Service Contractor shall maintain a preferential hiring list of those employees not retained from which the successor contractor or its subcontractors shall hire additional employees.

#### **2.121.080 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.

#### **2.121.090 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.

**2.121.100 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.

**2.121.110 Effective Date.**

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

In City Council December 21, 2015.  
Passed to be ordained by a yeas and nays vote:-  
Yeas 9; Nays 0; Absent 0; Present 0.  
Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez  
City Clerk

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.

For calendar year 2015 the CPI-U increased by .06%. Therefore the living wage, as of March 1, 2016 is \$15.04.

For calendar year 2016 the CPI-U increased by 1.47%. Therefore the new living wage, as of March 1, 2017 is \$15.26.

For calendar year 2017 the CPI-U increased by 2.51%. Therefore the new living wage, as of March 1, 2018 is \$15.64.

For calendar year 2018 the CPI-U increased by 3.29%. Therefore the new living wage, as of March 1, 2019 is \$16.15.

For calendar year 2019 the CPI-U increased by 1.91%. Therefore the new living wage, as of March 1, 2020 is \$16.46.

For calendar year 2020 the CPI-U increased by 1.13%. Therefore the new living wage, as of March 1, 2021 is \$16.65.

For calendar year 2021 the CPI-U increased by 3.26%. Therefore the new living wage, as of March 1, 2022 is \$17.19.

For calendar year 2022 the CPI-U increased by 7.10%. Therefore, the new living wage as of March 1, 2023 is \$18.41.

For calendar year 2023 the CPI-U increased by 3.71%. Therefore, the new living wage as of March 1, 2024 is \$19.09.



**ORDINANCE #2022-15 - FINAL PUBLICATION**

CITY OF CAMBRIDGE

In the Year Two Thousand and Twenty-Two

AN ORDINANCE

In amendment to the Ordinance  
entitled "Cambridge Municipal Code."

Be it ordained by the City Council of the City of Cambridge that the Municipal Code of the City of Cambridge, Chapter 2.112.080, entitled "Truck Safety Ordinance" be amended by substitution to read as follows:

**2.112.080 Truck Safety Ordinance.**

**2.112.081 Short title.**

Sections 2.112.081 to 2.112.089 may be cited as the "Truck Safety Ordinance" of the City of Cambridge.

( Ord. No. 2020-20,11-2-2020)

**2.112.082 Declaration of findings and policy-Scope.**

The City Council hereby finds that the provisions of these sections are intended to promote the public purpose of effectively protecting Vulnerable Road Users, as defined in Section 2.112.083 below, against the risks associated with sharing the road with Large Vehicles, as defined in Section 2.112.083 below. These sections seek to minimize the potential for injury to Vulnerable Road Users, specifically relating to falling under the sides of or being caught under the wheels of Large Vehicles.

( Ord. No. 2020-20, 11-2-2020)

**2.112.083 Definitions.**

The following words shall for the purposes of these sections, unless the context clearly requires otherwise, have the following meanings:

- A. "City" shall mean the City of Cambridge.
- B. "City Solicitor" shall mean the city solicitor for the City of Cambridge.
- C. "City Vendor" shall mean any individual, firm, business, consultant, contractor, or supplier of goods and/or services to the City of Cambridge, or any subcontractors, employees or agents thereof.
- D. "Contract" shall mean any contract executed between the City and a City Vendor for \$10,000 or more for goods, services, design or construction.
- E. "Centralized Purchase" shall mean a statewide contract to purchase through the Commonwealth of Massachusetts, a Commonwealth of Massachusetts department supply or service contract, a collective purchase, a purchase through a General Services Administration procured supply schedule, or a cooperative purchase.
- F. "DPW Commissioner" shall mean the Commissioner of the Department of Public Works or his or her designee.
- G. "Large Vehicle" shall mean any Class 3 or above motor vehicle, trailer, semi-trailer or semi-trailer unit, with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds and are able to travel at speeds more than 15 miles per hour, when travelling within the City of Cambridge to supply the goods, services, design or construction that are the subject of a contract with the City.
- H. "Purchasing Agent" shall mean the purchasing agent for the City of Cambridge.
- I. "Third-Party Freight Brokerage Contractor" shall mean a brokerage contractor that is used by City Vendors to supply Large Vehicles to City Vendors to transport goods and services to the City of Cambridge.
- J. "TPT Director" shall mean the Director of the Traffic, Parking & Transportation Department or his or her designee.
- K. "Vulnerable Road User" shall mean (a) a pedestrian, including but not limited to those persons actually engaged in work upon a way, or in work upon utility facilities along a way, or engaged in the provision of emergency services within the way, or (b) a person operating a bicycle, handcycle, tricycle, skateboard, roller skates, in-line skates, moped, other non-motorized or electric personal mobility or recreational device other than an automobile or motorcycle, wheelchair, personal assistive mobility device, horse-drawn carriage, motorized bicycle, motorized scooter, farm tractor, agricultural trailer, or similar vehicle designed primarily for farm use, or other motorized vehicle which has a maximum speed of less than 20 miles per hour, or (c) a person riding an animal.

( Ord. No. 2020-20, 11-2-2020)

**2.112.084 Applicability.**

- A. These sections shall apply to every Large Vehicle used by a City Vendor while under a City Contract, except as provided in Section B below.
- B. The provisions of these sections shall not apply to:
  - 1. A motor vehicle which has a maximum speed not exceeding fifteen (15) mph;
  - 2. A fire apparatus;
  - 3. An emergency medical vehicle;
  - 4. A vehicle which is being driven or towed to a place whereby previous arrangement has been scheduled to install any safety requirements for large vehicles such that it complies with these sections;
  - 5. Vehicles used by City Vendors solely for the purpose of snow clearance or removal;
  - 6. Vehicles used by City Vendors solely for the purpose of street sweeping;
  - 7. Vehicles used by City Vendors solely for the purpose of street paving.

( Ord. No. 2020-20, 11-9-2020)

**2.112.085 Requirements for large vehicles.**

- A. All Large Vehicles subject to the provisions of these sections shall be equipped with convex mirrors, cross- over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles in a manner consistent with these sections.
- B. The DPW Commissioner and the TPT Director shall have the authority to promulgate regulations to accomplish any of the provisions of these sections, including but not limited to required specifications for convex mirrors, cross-over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles.
- C. As future technical innovations to improve safety for Vulnerable Road Users become available, the DPW Commissioner and the TPT Director may research and test such technical innovations, and update any rules and regulations promulgated hereunder consistent with such research and tests.

( Ord. No. 2020-20, 11-9-2020)

**2.112.086 Enforcement.**

Any violation of any provision of these sections by a City Vendor shall constitute a breach of the subject contract the City Vendor has with the City and will be considered a default under such contract with the City, and shall subject the City Vendor to any and all penalties contained in such contract. Any violations of these sections shall be reported to the Purchasing Agent and the City Solicitor.

( Ord. No. 2020-20, 11-9-2020)

**2.112.087 Waiver.**

- A. If the Purchasing Agent believes that extenuating circumstances exist which would prevent any City Vendor(s) from complying with the provisions of these sections, the Purchasing Agent, upon the recommendation of both the DPW Commissioner and the TPT Director, may approve a waiver of some or all of the requirements of these sections prior to issuing a procurement solicitation for any procurement contract or for any contract not requiring competition. If the Purchasing Agent is unable to secure any responsible and responsive bid in response to a procurement solicitation for a contract for goods, services, design, or construction or for any procurement contract not requiring competition, then the Purchasing Agent may issue a waiver of some or all of the requirements of these sections upon the recommendation of the DPW Commissioner and the TPT Director.
- B. If the DPW Commissioner and the TPT Director believe that extenuating circumstances exist which would prevent a City Vendor from complying with the provisions of these sections for a specific delivery or operation, the DPW Commissioner and TPT Director may approve a limited waiver of the requirements of these sections for the specific delivery or operation not to exceed one month.
- C. If the DPW Commissioner and the TPT Director believe that extenuating circumstances exist as a result of a contract executed with a City Vendor where goods, services, design or construction are procured through a Centralized Purchase, or requires a Third-Party Freight Brokerage contractor, the DPW Commissioner and TPT Director may recommend and the Purchasing Agent may approve a waiver of some or all of the requirements of these sections.
- D. Waivers will be issued in a form and manner consistent with the provisions of these sections and the rules and regulations promulgated hereunder.
- E. On an annual basis, the City Manager shall provide a report to the City Council that includes: the number of waivers issued, the number of responsive contracts executed without a waiver, and the total number of contracts executed during the previous fiscal year, as well as any trends (positive or negative) and any other relevant information

regarding the effectiveness of this Ordinance in increasing the safety of trucks operated in Cambridge.

( Ord. No. 2020-20 , 11-9-2020)

**2.112.088 Conformity with existing state and federal law and severability.**

These sections shall be implemented in conformity with all applicable provisions of federal, state and local laws, and the provisions of these sections are severable; if any provision, or portion thereof, should be held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

( Ord. No. 2020-20, 11-9-2020)

**2.112.089 Effective date.**

These amendments shall be effective upon enactment.

( Ord. No. 2020-20, 11-9-2020)

In City Council June 6, 2022.

Ordained as amended by a yea and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- Paula M. Crane, Interim City Clerk

A true copy;

ATTEST:-



Paula M. Crane  
Interim City Clerk

## City of Cambridge Truck Safety Ordinance Regulations

The City of Cambridge Commissioner for Public Works (the “DPW Commissioner”) and the City of Cambridge Director of Traffic, Parking and Transportation (the “TPT Director”) hereby adopt the following Truck Safety Ordinance Regulations pursuant to the Truck Safety Ordinance, Chapter 2.112, Section 2.112.080 of the Cambridge Municipal Code (“Truck Safety Ordinance” or “Ordinance”). The provisions of the Truck Safety Ordinance, including but not limited to the definitions contained in the Ordinance, shall apply to these regulations. Additionally, for purposes of these Regulations a “Side Under-Ride Guard” shall mean a piece of equipment that is installed on a Large Vehicle between the front and rear wheels to help prevent injuries to Vulnerable Road Users, and particularly to protect against the risk of falling under the side of the vehicle and being caught under the wheels of the vehicle.

1. All Large Vehicles subject to the provisions of the Truck Safety Ordinance shall be equipped with convex mirrors, cross-over mirrors, decals, and Side Under-Ride Guards affixed to the sides of Large Vehicles in a manner consistent with the specifications detailed in Section 2 below.
2. The following technical specifications shall be met in order for equipment to meet the provisions of the Truck Safety Ordinance for Side Under-Ride Guards, convex mirrors, convex cross-over mirrors, and safety decals.

### 2.1 Side Under-Ride Guards

#### (a) Equipping Large Vehicles with Side Under-Ride Guards

Large Vehicles must be constructed or equipped in such a way as to offer, throughout their length, effective protection to Vulnerable Road Users against the risk of falling under the side of the vehicle and being caught under the wheels of the vehicle. This requirement may be considered satisfied:

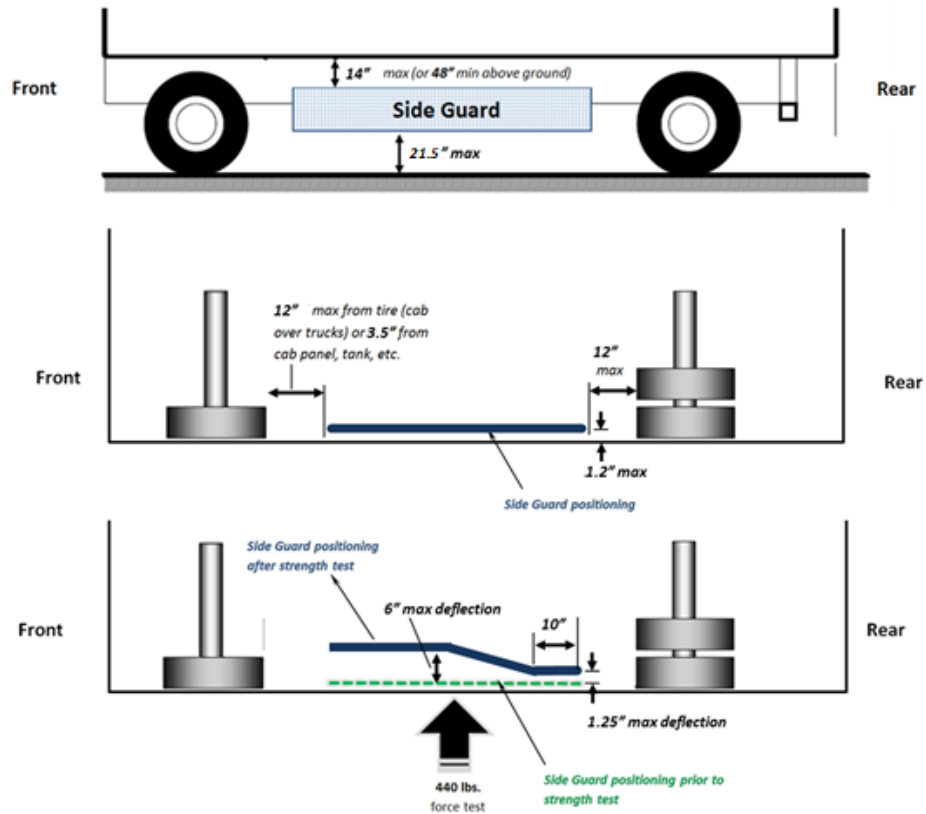
- 1) if the Large Vehicle is equipped with Side Under-Ride Guards in accordance with the requirements of Section 2.1(b) and depicted in diagram (1) below, or if
- 2) the Large Vehicle is designed and/or equipped such that by virtue of its shape and characteristics, its component parts can be incorporated and/or regarded as a replacement for the Side Under-Ride Guards, but the component parts’ combined functions must satisfy the requirements set out in Section 2.1(b) and diagram (1) below.

(b) Technical Specifications

Side Under-Ride Guards may use horizontal rails or a continuous flat surface that meets the following requirements:

- 1) The lower edge of Side Under-Ride Guards shall at no point be more than twenty-one and one-half (21.5") inches above the ground. It is preferred that the lower edge be no more than thirteen and eight tenths (13.8") inches above the ground.
- 2) The upper edge of Side Under-Ride Guards shall be no more than fourteen (14") inches below the structure of the vehicle as shown in the top schematic in diagram (1), which on a vertical plane must be tangential to the outer surface of the tires, as shown in the middle schematic in diagram (1).
- 3) The rear and forward edges of Side Under-Ride Guards shall not be more than twelve (12") inches from the tire on the wheel immediately adjacent to the Side Under-Ride Guards, as shown in the middle schematic in diagram (1).
- 4) Every Side Under-Ride Guard shall be essentially rigid and securely mounted and shall not be subject to loosening due to vibration in normal use of the vehicle. Side Under-Ride Guards shall be capable of withstanding a force of 440 pounds applied perpendicularly to any part of its surface by the center of a ram the circular face of which is not more than eight and one half (8.5") inches in diameter.
- 5) No part of a Side Under-Ride Guard shall be subject to deflection by more than six (6") inches by the ram referenced above, as shown in the bottom schematic in diagram (1), and
- 6) No part of a Side Under-Ride Guard which is less than ten (10") inches from its rear edge shall be subject to deflection by more than one and one quarter (1.25") inches from the ram referenced above, as shown in the bottom schematic in diagram (1).

DIAGRAM (1)



## 2.2 Convex Mirrors

Large Vehicles must be equipped with convex mirrors to enable the operator of the Large Vehicle to see all points on an imaginary horizontal line which is three (3') feet above the road, starting from five (5') feet directly behind the placement of the convex mirror, and which view extends rearward beyond the full length of such large vehicle on both the left and right sides of the Large Vehicle.

## 2.3 Cross-Over Mirrors

Large Vehicles must be equipped with a convex cross-over mirror on the front of the vehicle to enable the operator of the Large Vehicle to see any person or object at least three (3') feet tall passing in front of the vehicle.

## 2.4 Safety Decals

Large Vehicles must be equipped with a minimum of two (2) safety decals on the rear of the Large Vehicle, two (2) safety decals on the left side of the Large



Vehicle, and two (2) safety decals on the right side of the Large Vehicle, that warn Vulnerable Road Users of blind spots, with the following requirements:

- (a) Decals must be "safety yellow" in color.
- (b) Decals must include language or images warning of the blind spot locations on the vehicle.
- (c) Decals on the sides of Large Vehicle must be placed on or within one (1') foot of the Side Under-Ride Guards.

3. Compliance

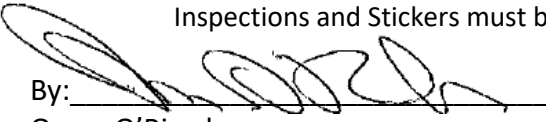
3.1 All Large Vehicles subject to the Ordinance and these Regulations shall comply with these Regulations and the City of Boston Code of Ordinances, Chapter 4, Section 4-8, and shall have all convex mirrors, cross-over mirrors, Side Under-Ride Guards, and decals inspected and approved by the City of Boston Inspectional Services Department. Upon successful completion of the inspection and approval by the City of Boston, all Large Vehicles shall be affixed with the City of Boston Inspectional Services Department's compliance certification sticker ("Sticker").

3.2 A fee to cover the costs associated with the City of Boston's inspection and Sticker shall be determined by the City of Boston Commissioner of the Inspectional Services Department and paid by the applicant / owner of the Large Vehicle.

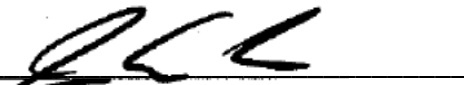
3.3 Certification and receipt of the City of Boston Sticker must occur prior to any delivery of supplies, services, design and /or construction within the City of Cambridge by any Large Vehicle subject to the requirements of the Ordinance and these Regulations.

3.4 Any Large Vehicle that already has a current City of Boston Sticker does not need to submit to further inspection by the City of Boston Inspectional Services Department until two years has passed since its original certification, unless the convex mirrors, cross-over mirrors, Side Under-Ride Guards, or decals have been damaged, worn, removed, replaced or modified in any way since the last inspection.

3.5 Large Vehicles must display their Sticker, which shall denote the year of inspection. Inspections and Stickers must be updated biennially.

By:   
Owen O'Riordan  
Commissioner of Public Works

Date: July 1st 2021

By:   
Joseph Barr  
Director of Traffic, Parking and Transportation

Date: July 1, 2021

**City of Cambridge  
Articles of Agreement**

**Commodity:  
File Number:**

This agreement is made and entered into this \_\_\_\_\_, by and between the **City of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and \_\_\_\_\_, existing under the laws of the State of \_\_\_\_\_ ("the Contractor").

**Address:  
Telephone, Fax, E-mail:**

**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 \_\_\_\_\_ and ending on \_\_\_\_\_.

**Article III. Terms.** The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

**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 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. Vendor agrees that it shall comply with the Truck Safety Ordinance, contained in Section 2.112.080, et seq., of the Cambridge Municipal Code, and all associated rules and regulations promulgated thereunder, if this contract is for an amount equal to or in excess of \$10,000 per year.

**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, gender identity, 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.

**Article XII. Electronic Signatures.** This Contract and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall be deemed to be one and the same agreement or document. A signed copy of this Contract or any amendment thereto transmitted by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such amendment for all purposes.

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:**

\_\_\_\_\_  
**City Manager**

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

\_\_\_\_\_  
**Purchasing Agent**

**Approved as to Form:**

\_\_\_\_\_  
**City Solicitor**