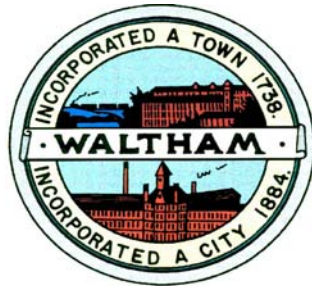


The City of Waltham



**Invites
Interested Parties
To propose the best offer and or bid
For the service or product herewith described:**

Procurement and Installation of Multi-Space Parking Meters

The bid opening will be held: Thursday March 20, 2014 at 10:00AM

Phone: 781-314-3244, Fax: 781-314-3245

Invitation to Bid

The City of Waltham
Purchasing Department
REQUEST FOR BID (RFB)

Under the rules of M.G.L. Chapter 30B, the Chief Procurement Officer of the City of Waltham Purchasing Department hereby requests sealed bids for:

Procurement and Installation of Multi-Space Parking Meters

Price Proposals will be received at the office of the Purchasing Agent, City Hall, 610 Main Street, Waltham MA 02452, until,

Thursday March 20, 2014 at 10 AM

At which time and place the bids will be publicly opened and read.

This is a two-envelope bid: one containing the Price Proposal, the other the Technical Response

Specifications and information available on line by visiting the Waltham Purchasing Department web site at www.city.waltham.ma.us/open-bids

**BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED:
BID FOR: Procurement and Installation of Multi-Space Parking Meters**

A 5% Bid Bond or Certified Check must accompany each bid submitted and made payable to, and become the property of the City of Waltham, if the successful bidder refuses or neglects to comply with the terms of the Contract.

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS AVAILABLE, MUST BE INCLUDED IN THE BID PRIOR TO OPENING DATE.

Intent of Project

The City of Waltham, Massachusetts wishes to purchase and have installed fourteen (14) new Pay-By-Space Multi-Space Parking Meters in the identified City owned and managed surface parking lots and parking garage.

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2014 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

hereinafter called the CONTRACTOR.

ARTICLE 2. Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the CITY OF WALTHAM for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this Contract and of the Notice to Bidders, bid, Project Manual, and Drawings hereto annexed. The said Notice to Bidders, bid, Project Manual, and Drawings are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

ARTICLE 3. In consideration of the foregoing premises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required by not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying bid.

This Agreement entered into as of the day and year first written above.

CITY OF WALTHAM, MASSACHUSETTS

FOR THE CITY

Jeannette A. McCarthy, MAYOR,
City of Waltham
Date: _____

John B. Cervone, City Solicitor
Date: _____
APPROVED AS TO FORM ONLY

Michael Garvin, Traffic Engineer
Date: _____

Joseph Pedulla, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

CONTRACTOR (Signature),
Date: _____

Company

Address

Instructions

INSTRUCTIONS FOR BIDDERS

1. READ ALL DOCUMENTS.

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

2. FORMS AND ATTACHMENTS.

Bids are to be completed on the forms provided ONLY and enclosed in a sealed envelope marked on the outside "BID (title)" and the name and address of bidder. Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

3. PRINTED OR TYPED RESPONSE.

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

4. CORRECTIONS.

Bids that are submitted containing cross outs, white outs or erasures, will be rejected. All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE
INCORPORATED INTO THE CONTRACT.

5. PRICE IS ALL INCLUSIVE.

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.

6. PRICE DISCREPANCY.

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

7. EXPLANATIONS, EXCEPTIONS

Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.

8. BID DEPOSITS.

Bid deposits are to be made payable to the City of Waltham. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such security **shall be** retained by the city as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

9. WITHDRAW.

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

10. AWARD.

Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of, completeness of your RFP response, responsiveness, responsibility, best price and experience.

11. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on Price, Technical, and Compliance requirements more completely defined in Sect. II –Evaluation of the Proposals and Section V. Comparative Evaluation Criteria

12. DISCOUNTS.

Discounts for prompt payments will be considered when making awards.

13. TAX EXEMPT.

Purchases by the City of Waltham is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

14. SAMPLES.

The City of Waltham may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. ACTIVE VENDOR LIST.

Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.

16. FUNDS APPROPRIATION.

THE CONTRACT OBLIGATION ON BEHALF OF THE CITY IS SUBJECT TO PRIOR APPROPRIATION OF MONIES FROM THE GOVERNMENTAL BODY AND AUTHORIZATION BY THE MAYOR.

17. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.

18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.

19. STANDARD OF QUALITY.

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

20. MODIFICATION.

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

21. ASSIGNMENT.

The final payment for work done under this Contract shall be made only after the Contractor has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Contractor shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the City.

22. DELIVERIES:

a) The Contractor shall pay all freight and delivery charges. The Waltham Purchasing Department does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of city buildings. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

b) All items of furniture must be delivered inside the building, set up, in place and ready for use. Deliveries are to be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on holidays.

c) All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Waltham Purchasing Department until such items are accepted and signed for, in good order, by the receiving department.

d) The contractor must replace, without further cost to the Waltham Purchasing Department, such damaged or non-complying items before payment will be made.

23. LABELING.

All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) City of Waltham Purchase Order Number and (e) Vendor's name and order number.

24. GUARANTEES.

Unless otherwise stipulated in the specifications, all durable items shall be guaranteed by the contractor for a period of not less than two years from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original

equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.

25. SINGLE VENDOR.

The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of the Waltham Purchasing Department.

26. CHANGE ORDERS.

Change orders are not effective until, if, as and when signed by the Mayor and no work is to commence until the change orders are fully executed.

28. BID OPENING INCLEMENT WEATHER

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City Purchasing Agent. The Contractor shall inquire at this office for any information needed. Wherever the words “or equal as approved” are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the City’s property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

6. CONTRACT DURATION.

This contract is for the period of one year from the date of the Mayor’s signature a shall be renewable at the discretion of the City of Waltham for an additional two (2) one-year periods.

7. INSURANCE

A. **WORKMAN’S COMPENSATION:** The Contractor shall provide insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor. Contractors shall provide insurance on a primary basis and the contractor’s policy shall be exhausted before resorting to other policies. The contractor’s policy is the primary one not the contributory.

B. **COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. **AUTOMOBILE (VEHICLE) LIABILITY**

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. **UMBRELLA POLICY**

General liability	\$1,000,000
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Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: *“The City of Waltham is a named additional insured for General Liability under the contract, excluding Automobile and Workers Compensation coverage”*. **Failure by the contractor to provide a current and updated insurance policy, during the entire duration of the contract, may result in additional legal liability.** The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

A LETTER FROM A SURETY COMPANY CERTIFYING THAT THE CONTRACTOR IS QUALIFIED AND CAPABLE OF OBTAINING THE ABOVE BONDS MUST BE INCLUDED WITH HIS/HERS BID.

8. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Purchasing Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Purchasing Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

9. PREVAILING WAGES

The Contractor is required to pay the prevailing wages as determined under the provisions of Chapter 149, Sections 26 and 27D of the Massachusetts General Laws, including the submission of weekly payrolls to the awarding authority. The prevailing Wage schedule for this project can be found on line at www.city.waltham.ma.us/open-bids

10. MATERIALS

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

11. TERMINATION OF CONTRACT

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

12. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

13. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17. BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18. RIGHT TO AUDIT

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

20. ACTIVE REPARATION CLAIMS

Does your company or any of its Principals have an active reparation Claim with the City. A claim is any demand by a contract for the payment of disputed invoices, payment penalties, labor disputes, interest, etc. YES _____, NO_____ (*circle or check applicable*).

If YES Please explain the nature of the claim, date of the claim and City Department

(Add an additional page if necessary)

Specifications

OVERVIEW

The City of Waltham, Massachusetts wishes to purchase and have installed fourteen (14) new Pay-By-Space Multi-Space Parking Meters in the identified City owned and managed surface parking lots and parking garage.

Subject to funding in the next two fiscal years, the City expects to purchase Multi-Space Meters in the remaining four (4) City owned surface lot, one surface parking garage s and one (1) parking garage with no surface parking:

Carter Street Parking Lot	1
Church Street Parking Lot	1
Spruce Street Parking Lot	1
Walnut Street Parking Lot	2
Central Square Parking Garage	4
Embassy Parking Garage	5

Included as part of the Offeror's Proposal shall be the supply, delivery, and turnkey installation of a fully operational Multi-Space Parking Meter system (hardware and software) capable of being monitored from a remote office location in the Traffic Engineering Department.

All proposed hardware and software must be in production and must have a proven track record in other municipal installations. The proposed Software and Hardware shall be fully compatible with the presently used Parkeon ParkFolio

SECTION I. INSTRUCTIONS TO PROPOSERS

1. Six (6) sealed envelopes, four (4) containing the non-price technical proposal marked: **“Proposal – Multi-Spaces Meters (Non-Price)”**, and two (2) containing the price proposal marked **“Price Proposal – Multi-Space Meters”** must be delivered, and addressed to Joseph Pedulla, CPO, City of Waltham, 610 Main Street, Waltham, MA 02452 no later than **10:00 A.M. on Thursday, March 20, 2014**. Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, **please make no reference to pricing in the non-price technical proposal**. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Proposer to insure that the proposal arrives on time at the designated place.

The City plans to award one contract to the responsive and responsible Proposer offering the best proposal.

2. All information in the Proposer's proposal should be organized and presented as directed in Section III, Proposal Specification and Preparation. 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 too contractually.
3. The Price Proposal Form must be completed and is provided in Section VIII. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
4. 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.

5. 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 Joseph Pedulla, Chief Procurement Officer, at Jpedulla@city.waltham.ma.us . **No requests or questions will be accepted after 4:00 P.M. Monday March, 17, 2014.** Questions and answers will be compiled and sent to all Proposers who requested a copy of the RFP, by addendum via email, before the proposal deadline.
6. Prior to the proposal opening, proposers may correct, modify, or withdraw their proposal by written request to Joseph Pedulla, Chief Procurement Officer, 610 Main Street, Waltham, MA 02452 at jpedulla@city.waltham.ma.us . A letter will be sufficient for withdrawal of a proposal. Any correction or modification to a proposal must be submitted in writing and in an appropriately labeled and sealed envelope with the appropriate number of copies.

SECTION II. EVALUATION OF THE PROPOSALS

All proposals will be review by the Selection Committee in accordance with M.G.L. Chapter 30B. Final selection will be based upon an evaluation and analysis of the information and materials required under the RFP, including direct contact with references. The Selection Committee will be composed of staff from the Traffic Engineering Department and Treasurers Office as well as other departments as needed. The Selection Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Not Acceptable to the comparative evaluation criteria. Based on these ratings, a composite rating will be determined for each proposal.

Based on the review of the written proposals, certain Proposers may be asked to participate in an on-site interview to exhibit and demonstrate the operation of a working sample of the device being proposed complete with all options available and configured as required by this document. Proposers should therefore be prepared to travel to Waltham for this interview. The project manager and other personnel who will be working on the project on a day-to-day basis should be present at the interview. Interview participants will be expected to present examples of previous projects (preferable in an interactive manner) and answer questions from the Selection Committee.

After the technical evaluation is complete, the price proposals will be opened. The price proposals will be evaluated and ranked based price.

The contract will not necessarily be awarded to the vendor proposing the lowest price. The City will award the contract to only one responsive and responsible eligible Proposer. Before awarding the contract, the City may request additional information from the Proposer to insure that the Proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

SECTION III. PROPOSAL SPECIFICATION AND PREPARATION

All information in the proposal should be organized and presented as directed below. The proposal should provide a straightforward and concise description of the Proposer's commitment and ability to furnish and install the Multi-Space Meters 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 Purchasing Agent's discretion if a Proposer fails to comply with the bidding instructions.

The City reserves the right to reject any and all proposals. Results of the proposal review process will be utilized to establish a preliminary ranking of the Proposers. The City may interview the top ranked candidate; negotiations with subsequent candidates will be undertaken until an agreement is reached.

Part One Introduction

The introductory portion of the proposal must include a Letter of Transmittal signed by an individual authorized to bind the Proposer contractually. The letter must include: the name of the individual(s) who is 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 service proposed.

In addition, the Proposer must submit a disclosure of beneficial interest, including the true name and address of every person, firm, joint venture, or corporation that has or will have direct or indirect interest in the contract. In the case of a corporation, the disclosure must also include the state in which it is incorporated.

Part Two Quality Requirements Form

The Quality Requirements Form must be completed. YES or NO must be checked for each of the Quality Requirements. Please complete and submit the form provided in **Section VII** of this RFP.

Part Three 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 to each item listed in **Section V** Comparative Evaluation Criteria, and include all requested documentation.

Part Four Price Proposal Form

The Price Proposal Form in **Section VIII** must be submitted **under separate cover** to the Purchasing Department in an envelope marked "Multi-Space Parking Meters – Price Proposal". No substitute form will be accepted. The Proposer must make no reference to pricing in its non-price proposal. Failure to adhere to this will result in disqualification of proposal.

SECTION IV: SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

This scope of services describes the new state-of-the-art fourteen (14) Multi-Space Parking Meters to be provided and installed in the four (4) city-owned surface parking lots and one (1) city-owned parking garage without Surface lots. The successful bidder must provide all of the goods and services listed below.

The Multi-Space Meter System shall consist of three components:

- Payment Station (PS) – This is a fully automated and secure, stand-alone, payment station that resides in the parking environment. The PS displays operator-configured rates, offers many different payment options and issues operator configurable receipts.
- Back Office Software (BOS) – This is a Windows based software program that resides on a desktop or laptop PC in the City of Waltham Traffic Engineering Department. The

BOS interface allows operators to configure all operating aspects of the PS and to retain and query the BOS transaction database through the reporting capability of the software.

- Mobile Software (MS) – This software resides on the operator’s handheld unit. The MS serves as the communication conduit between the PS and BOS when wireless communication is unavailable. The MS features a highly intuitive user interface and provides substantial security with operator configurable passwords and security settings. Data exchange will require a hot sync with the operator’s PC and the PS. This software must synchronize and be fully compatible with the City’s Current Parkeon ParkFolio software, hardware and Parking Control Officers handhelds.

The City of Waltham will perform the following task to each location identified above to accommodate the installation of multi-space parking meters. These improvements include:

- Install concrete mounting pads
- Accommodations required to comply with ADA regulations

GENERAL SPECIFICATIONS

The City of Waltham, Massachusetts seeks Proposals from qualified vendors to supply, deliver, and install Multi-Space Parking Meters and related software system for use in its city-owned parking lots and garage. The equipment must be designed as a “Pay By Space” method of operation.

The equipment shall conform to the following:

- Must be constructed of all new materials, including heavy gauge steel housing with multiple coats of polyurethane paint, anti-UV varnish, and hot-dip galvanization to harden the pedestal, or equivalent.
- Must be fully functional in the temperature range of -20°F (-29°C) to +140°F (60°C).
- Must remain fully functional under harsh weather conditions that may include: snow and salt, fine grain sand, grime, wind driven rain, high levels of prolonged humidity, normal vibrations and minor levels of vandalism.
- Must have internal battery power with solar panel recharging.
- Must discriminate coins with no mechanical or moving parts and will accept only the following US coins: nickel, dime, quarter and dollar coin(s).
- Must accept \$1, \$5, \$10, \$20 in dollar bills, credit cards, debit cards and smart cards. with dual magnetic tape card reader.
- Must have 2-way wireless communication capability.
- Must be equipped with a real-time clock and capable of pre-programming various rate structures for weekday and weekend rates based on time of day and day of week.
- Mechanism access door must be designed with a tongue and groove construction with multiple locking latch points.

- Locks must be capable of being re-keyed without removing lock cylinder

DETAILED SPECIFICATIONS

1. Housing/Stand

The entire unit must be fabricated from heavy gauge steel or any other material possessing equivalent shear strength, tensile strength and malleability. The unit shall be weather resistant, have a graffiti and scratch resistant coating and operate at temperatures ranging from -20° F to 140° F. There shall be no access to the revenues in the cash box and/or bill acceptor when the upper or lower housing is open for routine maintenance or collection functions. Unit color, logos, and printed instructions will be specified by the City of Waltham at time of issuing purchase order.

Upper Housing

Machine apertures such as, but not limited to, the coin return and the receipt dispenser must be designed and/or shielded to prevent damage from the insertion of any type of commercially available pyrotechnic device as well as from wind and wind-driven precipitation.

Lower/Upper Housing

All locks shall be high security locks with anti-drill protection. Separate keys shall be available to prevent maintenance personnel from entering the collection area and vice versa.

Access Doors

The unit shall have vandal resistant doors with internal or recessed hinges. All mounting assemblies are to have vandal resistant hardware.

2. Key Pad

Keypad is to have no moving parts and touch sensitive and shall provide audible indication to the customer when button is pressed.

3. Cash Box

The cash box shall be strong, lightweight and manageable. Each cash box shall be equipped with a self-locking mechanism activated when the cash box is exchanged or removed from the unit. Collection is performed via cash box exchange system. Successful vendor shall supply **two (2) cash boxes per unit.** The following security measures, at a minimum, shall be included with each cash box:

- The cash box shall have the ability to be sealed with an external seal.
- The cash box shall have an internal high security locked keyed system separate from the units' compartments.
- The cash box shall have a handle for easy handling.
- The unit will provide a transaction report via I.R., modem and printer at time of collection, showing date, time and cash box value.
- Cash box shall hold a minimum of 1,500 U.S. coins.

- Unit shall retain all audit information at time of collection, for a minimum of at least the last 3 collections, where it can be retrieved via a portable data terminal or via 2-way communications or wireless communications.

4. Stand

Each unit shall come complete with a base installation kit. Each unit shall include all anchors, bolts, plates, etc., needed for a complete installation. The unit shall be designed for and come equipped with all necessary items needed to complete the various installation options. Vendor shall supply installation as-built drawings and specifications and user manuals. All units MUST be ADA compliant.

5. Solar Power Supply

Primary power for all units shall be solar powered meters. Shall include a commercially available 12 volt recyclable gel battery. Battery life must last an average of 3 years without recharge or replacement. Batteries shall be trickle charged by a 5 or 10 watt solar panel. The solar panel must be integrated into the top of the meter, not placed on posts.

Batteries shall be located in an easily accessible storage area inside the unit and can be changed out in less than 30 seconds once the pay station is opened.

Shall include a separate backup battery to sustain clock, calendar, audit information, and Random Access Memory in the event of a main backup system failure or during battery replacement.

6. Electronic components

All circuit boards and internal components are to be environmentally sealed, water-resistant, salt-air resistant and operate under conditions of constant 100% humidity. All major components shall be of modular design for ease of installation.

Controller Box shall have a minimum of 64b non-volatile memory capable of storing up to 10,000 transactions.

Controller box shall have sufficient internal power to retain its memory for up to 5 years independent of outside power sources

7. Display

The Display should be large (minimum 2"x4") and easily read in direct sunlight and backlit for use at night. It must also be capable of displaying different fonts and graphics. The display should be able to accommodate a longer string of text by scrolling. The display should be able to display multiple different pages stored in memory according to specific user defined date, time or inactivity. Graphics, graphic design and screen format shall be updateable through the supplied desktop software package and downloadable via the supplied remote communication module or through the wireless communication. The LCD Display layout and functionality is subject to approval before delivery.

The LCD Display should also be protected by a Lexan type material that has UV and moisture protection and will not discolor and is scratch-resistant.

8. Printer

The printer is to be thermal impression ejection type with a built in paper-jam detector, where the receipt is printed internally and ejected to the customer. The unit shall have a standard receipt capacity for a *minimum* of 3,500 receipts before refilling. Printer shall be able to print variable ticket length with various text messages in predefined different fonts, layouts and formats. Printer shall be equipped with a self-sharpening rotary cutter blade or approved equal. Printer shall be easily removable for maintenance and capable of using generic standard paper supply.

9. Coin Shutter / Validator

The unit shall open for coin insertion, but reject plastic, wood, cloth, and all non-metal objects. The coin validator shall be able to reject foreign coins and slugs. Unit shall not allow any tampering with its internal functions, to prevent any time to be given in any manner, other than the insertion of a valid coin/token or card.

Unit shall prevent coin validation by means of coin attached to string or other removable device(s). Rejected coins are to exit the unit through coin return. Unit shall have a built in feature that prevents coin and debit card transactions used for testing purposes, from registering in the total revenue register. If the coin slot is jammed or inoperable, the machine must provide status message to customer and still accept currency, smart card and or credit card forms of payment.

Coin Acceptor/Return must have capability to give coin change if City decides to implement this feature at a future time.

10. Smart Card / Credit Card Reader

The unit must have the capability to provide a card reader system that is able to read credit cards and stored value cards (smart cards) based on the ISO magnetic stripe standard or chip-based cards. The unit must have the ability to recharge chip-based cards at the machine. If the smart card slot is jammed or inoperable, the machine should provide status message to customer and still accept currency and/or coin payment.

Reader shall be able to accept (via downloadable software only) at a minimum the following types of smart cards:

- Rechargeable type GPM416 & GPM896 or compatible
- GPM416 & GPM896 card classes or compatible
- GPM103 & E192B or compatible
- GFM2K & Phillips 2042-12C or compatible

Must Read and write to Track1, 2 and, 3 of all mag-stripe cards conforming to ISO 7810 and 7811.

All Proposers will be required to release and supply any and all current and future smart card mapping codes as required and requested by the City of Waltham for integration with other future systems. This requirement must be acknowledged in the Proposer's cover letter.

Credit card transaction data must be capable of operating on-line or off-line. When operating off-line, transactions must be able to be batched and at a pre-determined time of day, sent to the City's office via wireless communications, processed into a readable format and then sent to the City's banking service for

complete processing. When operating off-line, the credit card information must be retrievable from each unit with a remote communication module, which can later be downloaded to the City's office.

OPERATION

1. Communications

Minimum information that must be transmitted but not limited:

- Cash box status
- Currency acceptor status
- Alarms (vandalism, unit out of order, door open, out of paper, etc.)
- Real-Time Management data consisting of purchase of time (occupancy), time bought intervals (duration), etc.
- Credit Card batch files on a daily basis or the ability to transmit individual transactions on-line.
- Ability to configure new rates and messages at the machine from a remote location

The units must communicate with the City's office via cellular dial-up modems.. The Proposer will be responsible for supplying and configuring all modems.

2. Alarm

The unit shall be able to send warnings to the Traffic Engineering Department for at least all of the following events:

Cash box / currency stacker (if used in future) status
Vandalism
Open Door
Power Failure
Paper Supply
Machine is not working properly or any other related maintenance items

Alarm notification must be made configurable to be sent real-time to email, cell phone or pagers.

3. Receipt

The customer's receipt must have the following information printed on it with (HH: MM PM/AM) and (MM/DD/YYYY) time and date format respectively:

Pay & Display	Unique Receipt #
	Transaction Time/Date
	Expiration Date/Time
	Amount Paid
	Machine Number

The City of Waltham must approve the layout and design of the receipt prior to placement of the meters including the ability to watermark the City logo on the back of the ticket.

Enforcement reports should be customizable and user configured.

4. Reports

Reports generated by each device should include the following:

- Total Revenue
- Daily Transaction Summary
- Currency Audits by denomination
- Smart card /Credit Card Audits tracked separately
- Ticket price summary including sales time Report
- Maintenance Reports
- Alarms

Reports are to be able to be customized at anytime at **no cost** to the City.

Sample reports should be included in Proposal response.

5. Unit Programming

The unit is to be PC driven and fully programmable either at the machine or via wireless communication. As a back-up measure, field programming is to be accomplished by using a remote communication module.

The unit shall have the capability to program the schedule for self-diagnostic mode. Upon cycling through the diagnostic mode, the unit shall be able to update the display status and display appropriate messages. Self-diagnostic mode shall be interrupted if a higher priority task is queued (a customer at the unit paying for parking has the highest priority). Self-diagnostic result can optionally be sent to command center.

6. Operating Temperature

Unit shall be able to operate under severe weather conditions and to operate in a temperature range from -20°F (-29°C) to +140 °F (60°C) and 100% non-condensing humidity.

BACK OFFICE SOFTWARE (BOS) PACKAGE

1. General

The BOS should be Windows based and extremely easy to use. BOS should be written by the manufacturer specifically to provide instructions, audit capability and overall control and flexibility.

The BOS will operate on existing city-owned desktop PC's running Windows 2000.

All software, hardware and handheld units shall be fully compatible with the existing City-owned Parkeon Parkfolio.

2. Password

The BOS shall require a user configurable username and password to access any records within the software.

The BOS allows operator to configure passwords for access to the payment station audit features.

3. Lot Configuration

The BOS shall allow the operator to name, number, configure and retain transaction information for each individual lot or location. Unit configurations should be unique to each lot and can be changed by the operator anytime using the BOS.

4. Operation Mode – Pay & Display and Pay-By-Space

BOS can configure the unit to operate in:

- Pay & Display mode – customer pays and leaves receipt on vehicle dash for verification of payment.
- Pay-By-Space mode – customer selects space number, pays and retains the receipt for personal records.
- Pay & Display and Pay-By-Space mode – allows operator to sell numbered parking spaces as well as pay and display parking or other items like day pass tickets.

BOS shall allow the operator to configure the name of the rate and the order of appearance in the case of split rates, as they appear on the LCD of the unit.

5. Rates

BOS shall provide the operator with several different rate-programming options including:

- Pre-configured Rate Table – Early bird, all day and evening rates are pre-configured with the time during which the rate is available, the rate amount, the days of the week the rate is available and the expiry time of the rate.
- Hourly – Rates are configured for each block of time sold, enabling the operator to apply discount or premium rates over multiple hour purchases.
- Advanced – Rates can be configured to meet the specific rate requirements of any operator using the following parameters:
 - Availability of rate – time of day and days of week.
 - Dollar amount of rate at 4 different, configurable, parking lot occupancy levels (dynamic rates).
 - Message displayed on unit LCD for that particular rate.
 - Order in which the rates appear on the LCD of the unit.
 - Whether the rate applies to pay and display, pay by space or both.
 - To which space numbers the rate applies.
 - An expiry time for the rate or an amount of time purchased for the rate.

6. Change Issuance and Refunds (If implemented at a future date)

The operator shall be capable of using the BOS to configure the units to issue change, provide refunds for cancelled payments and to provide a refund slip if the unit is out of change.

7. Messages

The messages that shall appear on the LCD screen when a customer approaches the PS, pays for parking and awaits a receipt shall all be configurable in advance by the operator using BOS.

The header message and footer messages that appear on the receipt printed out by the unit shall be configurable in advance by the operator using the BOS.

The messages appearing on the refund slip shall be configurable in advance by the operator using the BOS.

8. Credit Card Processing – Batch Mode

The BOS shall work with the BOS software to process credit card transactions occurring at the units.

All software, hardware and handheld units shall be fully compatible with the existing City-owned Parkeon Parkfolio.

BOS credit card batch processing shall be one touch, requiring no duplicate checks or transfers of files or spreadsheet data. Credit card transactions that are declined automatically populate the BOS credit card database bad card file.

BOS shall maintain a credit card bad card list that can be manually updated for greater control and flexibility. The BOS bad card file shall automatically populate the all units in the operator's enterprise ensuring that the operator's exposure to bad credit card debt is limited.

The operator shall be capable of configuring the number of times a previously declined credit card transaction is attempted for re-batching.

The BOS shall use a search and match capability to identify original credit card transactions when customers request credit card refunds. No return shall be processed if the software doesn't locate the original transaction in the BOS database.

BOS credit card batching software shall have the capability of being configured to work with a wide variety of host based or terminal based processors.

9. Credit Card Processing – Online

Each unit credit card reader shall maintain the capability to process credit card transactions in real time. This removes any bad card debt resulting from declined credit card charges. All credit card transaction data will be retained in the unit memory and will be automatically retrieved for uploading to the BOS database.

10. Credit Card Processing – Security

Units shall be capable of processing credit cards in real-time or batch mode going directly to the processor without the use of a third party. All credit card information shall be encrypted using 128 bit SSL (Secure Sockets Layer) or equal banking industry technology to protect credit card user information at all times.

11. Manager/Supervisor Card

The manufacturer shall provide a uniquely numbered machine readable (magnetic stripe or proximity access) card that can be assigned to an individual in the operator's organization.

The card configuration, once uploaded into the unit will ensure that each time the card is used at the machine, a detailed Manager/Supervisor Card transaction record is kept in the BOS database. The BOS database shall be capable of being queried by manager/supervisor card transactions.

When inserted into the credit card reader at the unit, the Manager/Supervisor Card shall be capable of prompting the unit to produce a manager/supervisor card ticket that assures the operator that the unit is functioning properly.

The manufacturer card when inserted will give the user three choices:

1. Purchase test ticket
2. Enter Service Mode
3. Purchase ticket

The Manager/Supervisor Card shall be capable of being configured to purchase "Attendant Tickets" for advance purchase and subsequent sale to customers. Attendant Tickets will be recorded in the PS and BOS databases.

12. Smart Card

The Manufacturer Smart Card shall be a chip-based card that can be branded to meet the requirements of the operator.

The operator shall be capable of adding value to the Smart Card using the BOS or the operator can configure the unit to allow customers to add value to the card at any unit.

Smart card transactions shall be recorded and added to the BOS database.

All Proposers will be required to release and supply any and all current and future mapping codes as required and requested by the City of Waltham for integration with future systems. This requirement must be acknowledged in the Proposers cover letter.

REPORTING – BOS

The BOS reporting feature shall allow the operator to access the BOS transaction database under the following categories:

General Transaction Summary

- Transaction date and time
- Lot number and name
- Machine and stall numbers
- Days and hours purchased
- Type of purchase – cash, credit card, smart card
- Amount of cash paid
- Amount of credit card charge
- Excess payment
- Change issued
- Refunds issued
- Coupon number
- Sales tax and surcharges
- Total amount

Cash Summary

- Transaction date and time
- Lot number and name
- Machine and stall numbers
- Days and hours purchased
- Amount of cash paid
- Excess payment
- Change issued
- Refunds issued
- Coupon number
- Sales tax and surcharges
- Total amount

Credit Card Transactions Summary

- Ticket number
- Transaction date and time
- Lot number and name
- Machine number
- Stall number
- Batch date
- Issuer
- Card number
- Expiry
- Authorization number
- Reference number
- Authorization indicator
- Previously batched
- Total amount

Credit Card Batching Summary

- Credit card type
- Number of approved batch transactions
- Amount approved
- Number of declined batch transactions
- Amount declined

Smart Card Transaction Summary

- Ticket number
- Transaction date and time
- Lot number and name
- IPPS machine number
- Stall number
- Ticket duration
- Internal card number
- Coupon number
- Discharge
- Transaction amount
- Total

Citations Payment Summary

- Transaction date and time
- Lot number and name
- IPPS machine number
- Citation payment number
- Payment method
- Payment amount
- Refunds issued
- Surcharge 1 taxed
- Surcharge 2 tax free
- Tax 1
- Tax 2
- Total

Manager/Supervisor Card Report

- Transaction date and time
- Lot number and name
- Patroller card number
- Total

Monthly Parking Summary

- Payment date
- Lot number and name
- Stall number

- Duration
- License
- Recurring transaction indicator
- Amount paid
- Total

Coupon Summary

- Coupon number
- Coupon name
- Amount

Each report generated in the BOS shall maintain ending totals for all financial and quantitative data.

Configuration – General

BOS shall allow the operator to use standard windows based “point and click” process to configure items including but not limited to:

- Daylight savings
- LCD backlight on and off times
- Types of credit cards accepted
- How many times a credit card may be used in a single day
- Which denominations of bill currency will be accepted
- Sleep time, and other power management settings – how long the IPPS stays on without user activity
- How many receipts are to be printed at the end of each transaction – none, one or two
- Language or combination of languages to be displayed on the unit – choices are English, Spanish or French.

MS (MOBILE SOFTWARE)

1. General

The MS shall run on a Traffic Engineering handheld device or equivalent, be password protected and designed to facilitate communication between the BOS and single or multiple units. The MS shall be user- friendly requiring one touch data transfer between the unit and MS. The MS shall require a simple hot sync to transfer data between the MS and the BOS. Must be able to synchronize with our Parking Control Officers handhelds.

The MS shall allow operators to perform the following operations at the unit using an icon based user interface:

- Upload monthly parking accounts
- Upload lot settings
- Set / update the total amount of coin in the change hoppers
- Upload patroller card settings
- View a summary total of transactions collected from the unit

- Configure IPMS password
- Set the date and time in the units CPU
- Upload new firmware to the units CPU

When downloading transactions / uploading bad credit cards the unit shall be automatically prompted to produce an audit report which ends the audit period and provides the following information:

- Unit firmware version
- Unique report number
- Number of transactions
- PS machine number
- Lot number and name
- Audit period start and end
- Number of patroller tickets issued
- Number of tickets issued
- Total value of coins in unit
- Value of each denomination of bills in unit
- Value of each type of credit card in unit
- Number of smart card transaction
- Value of smart card payments
- Value of smart card recharge
- Number of citations paid
- Number of attendant advance purchase transactions
- Value of attendant advance purchase transactions
- Value of overpayment
- Collection – all incoming cash/credit card including smart card recharge
- Gross revenue – incoming cash/credit card excluding smart card recharge
- Change issued
- Refund issued
- Net revenue

REPORTING FROM THE UNIT

The unit CPU shall contain a non-volatile memory that retains a minimum of 10,000 transactions in full detail and historical totals for the previous 5 years.

The reporting menu at the unit shall not require the unit to be opened. It is to be accessed by entering an operator configured password.

The report title block (Common to all reports) shall include:

- Current date
- Unit serial number
- Unit firmware version
- Report number

The unit shall retain the most recent audit report to guard against lost or stolen audit reports.

The following reports are available from the unit-reporting menu:

Pay-By-Space Reports

- Valid stall report – list of stalls that have been paid for Expired stall report
- Expired stall report – list of stalls that have expired or have not been paid for
- Updated stall report – list of stalls that have been paid for since the last stall report was printed
- Valid LAN – list of stalls that have been paid for when in a LAN configuration
- Expired LAN – list of stall that have expired or have not been paid for when in a LAN configuration

Audit Reports

Audit report – the audit report, when printed, shall end the audit period and provides the following information:

- Unit firmware version
- Unique report number
- Number of transactions
- Unit machine number
- Lot number and name
- Audit period start and end
- Number of patroller tickets issued
- Number of tickets issued
- Total value of coins in PS
- Value of each denomination of bills in PS
- Value of each type of credit card in PS
- Number of smart card transaction
- Value of smart card payments
- Value of smart card recharge
- Number of citations paid
- Number of attendant advance purchase transactions
- Value of attendant advance purchase transactions
- Value of overpayment
- Gross revenue
- Change issued
- Refund issued
- Net revenue

Other Reports

Transaction report – this shall allow the operator to query by date, the 10,000 transaction database retained in the unit CPU.

Revenue report – this report shall provide the following historical revenue information for the following periods:

- Today's totals – totals since 12:00 am that day
- Last 24 hour's totals
- Yesterday's totals
- This month's totals
- Last month's totals
- This year's totals
- Last year's totals
- 3rd year's totals
- 4th year totals
- 5th year totals
- History's totals

Under each historical reporting period the following detail shall be provided:

- Date and/or time reporting period
- Total deposits
- Overpayment
- Total transactions
- First transaction number
- Last transaction number
- Total monthly parking
- Total monthly transactions
- Total citation payment
- Total citation transactions

Coin hopper report

- Time and date of report
- Unit serial number
- Lot number and name
- Unit number
- Hopper 1 Type:
- Current amount remaining
- Hopper 2 type
- Current time remaining
- Last time and date change was added
- Last hopper 1 amount added
- Last hopper 2 amount added

Smart card report

- Time and date of report
- Unit serial number
- Lot number and name
- Unit number

- Stall
- Time and date
- Price

Citation report

- Time and date of report
- Unit serial number
- Lot number and name
- Unit number
- Stall
- Time and date
- Price

TESTING

All normal customer and owner functions must be fully tested and operational before acceptance by the City. City of Waltham Traffic Engineering Department staff or the Department's designee must witness final testing. The City may require the vendor to test, in place, the proposed hardware and software for a period up to 60 days. The cost of this test is to be absorbed by the vendor.

PARTS

Each unit to include the following unless otherwise specified herein:

*The following shall be supplied for **each unit** purchased by the City of Waltham:*

- 20 rolls of replacement receipt paper
- 1 instruction booklet (operating manual)
- 1 of each special tool required to clear jams or perform daily/routine maintenance or repairs

(Note: The operating manuals shall include installation, maintenance and user information, complete with wiring diagrams and specifications and shall be written in English.)

The Vendor shall make available any spare parts to keep the machines running on a daily basis, for example including, but not limited to: main CPU boards, printers, modems, cables, coin validator and bill acceptor.

All responses shall include the turnaround time for delivery of spare parts and repaired parts.

TECHNICAL SUPPORT AND SOFTWARE UPGRADES

Successful vendors shall have an 800-phone support telephone number available for troubleshooting both software and hardware. In addition, the vendor must have an up to date web site with all information, software patches and upgrades available in the download area available to the City of Waltham. The vendor will support and provide all patches, updates and upgrades in software during the life of the mechanism at no cost to the City. In addition to on-line support, vendor's factory trained technicians, capable of handling unit repair and programming, all repairs are to be made within 24-hours of notification by the City of Waltham. The City of Waltham will only work with the awarded vendor for

repairs and maintenance. No third-party vendor will be accepted by the City of Waltham for repairs and maintenance.

TRAINING

The vendor shall provide training to ensure that the City staff is able to operate, service and maintain the meters and the related hand-helds, software and systems. The vendor will provide a minimum of twenty-four (24) hours of hands-on on-site training at a location designated by the City covering:

- Installation
- Maintenance
- Repairs
- Operations/Communications
- Collections
- Software/Reports

The supplier will continue to provide technical support at no cost to the City as long as the meters are in service.

PROJECT SCHEDULE

All work outlined in this RPF must be 100% complete within 60 days from written notice to proceed.

WARRANTY

The vendor shall guarantee all items furnished by it to be free from defects in design, materials, and workmanship for a period of two (2) years from the City accepted installation date. The vendor guarantees, for this two (2) year period to repair and/or replace any part or module determined to be defective in material or workmanship or inoperable under normal use and service, at no additional cost to the City of Waltham. This will include all shipping to and from the factory. All repairs are to be made within 24-hours of notification by the City of Waltham. The City of Waltham will only work with the awarded vendor for repairs and maintenance. No third-party vendor will be accepted by the City of Waltham for repairs and maintenance.

ACCEPTANCE OF THE PROPOSED SYTEM

The City is the Sole evaluator of the proposed system. Therefore, the City, at its discretion, shall accept or reject the proposed system.

SECTION V. 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:

1. Experience manufacturing and distributing similar multi-space parking meters

Provide a brief history of the manufacturer's experience producing Multi-Space Parking Meters and the specific meter being proposed in response to this RFP.

Highly Advantageous: The manufacturer of the proposed equipment has seven or more years direct experience manufacturing and distributing Multi-Space Parking Meters similar to those required by this RFP.

Advantageous: The manufacturer of the proposed equipment has five to seven years direct experience manufacturing and distributing Multi-Space Parking Meters similar to those required by this RFP.

Not Advantageous: The manufacturer of the proposed equipment has two to five years direct experience manufacturing and distributing Multi-Space Parking Meters similar to those required by this RFP.

Unacceptable: The manufacturer of the proposed equipment has less than two years experience manufacturing and distributing Multi-Space Parking Meters similar to those required by this RFP.

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

Provide a list of government locations in the United States where Multi-Space Parking Meters similar to the model proposed for Waltham have been installed. Provide the government agency name, the model installed and the number of meters installed. If the meter listed differs in any significant way from that proposed for Waltham please explain. (Only include fully operational, permanent installations. Do not list pilot, test or demonstration installations.)

Highly Advantageous: The proposal demonstrates the Proposer's efficient and effective provision of the required systems in ten or more government installations in the United States.

Advantageous: The proposal demonstrates the Proposer's efficient and effective provision of the required systems in six to nine government installations in the United States.

Not Advantageous: The proposal demonstrates the Proposer's efficient and effective provision of the required systems in two to five government installations in the United States.

Unacceptable: The proposal demonstrates the Proposer's efficient and effective provision of the required systems in less than two government installations in the United States.

3. Ability to comply with RFP requirements

Indicate how and whether the proposed meter, including all hardware and software will meet the requirements described in Section IV scope of services and technical specifications. Please address each item. If the proposed system does not meet a specific requirement or if it is necessary to eliminate or modify any of the requirements, indicate how this omission or modification will be remedied or mitigated.

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

Advantageous: The proposal indicates that the proposed system meets most of the requirements specified in the Scope of Services, but proposes compensatory elements, and explains fully how these will result in an equivalent (or greater) level of functionality and the proposal is fully complete in regards to complying with the format required by the RFP.

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

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

4. Proposed System Compatibility with existing Parking Meter Program

Describe how your company will integrate the current, City-owned, Parking Meters Program

Highly Advantageous: The Proposer's Plan provides an excellent proof of the integration capability of the proposed system supported by live demonstration that provides the highest assurance of the Proposer's ability to meet the requirements of the scope of services.

Advantageous: The Proposer's Plan provides an adequate proof of the integration capability of the proposed system supported by live demonstration with the assurance of the Proposer's ability to meet the requirements of the scope of services.

Not Advantageous The Proposer's Plan provides some proof of the integration capability of the proposed system supported by media demonstration with low assurance of the Proposer's ability to meet the requirements of the scope of services.

Unacceptable: The Proposer's Plan provides proof of the integration capability of the proposed system supported by media demonstration with no assurance of the Proposer's ability to meet the requirements of the scope of services.

5. Local distributor and maintenance plan

Provide a brief history of the firm(s) that will distribute and maintain the meters and a description of how the meters will be maintained and repaired.

Highly Advantageous: The response has clearly detailed and substantiated the Proposer's ability to provide a specific distributor that will provide the highest level of assurance that the Proposer's contract management plan and service plan will be very responsive to the City and can effectively comply with the Scope of Services of the RFP.

Advantageous: The response has clearly detailed and substantiated the ability to provide a specific distributor that will provide a high level of assurance that the Proposer's contract management plan and service plan will be very responsive to the City and can effectively comply with the Scope of Services of the RFP.

Not Advantageous: The response has clearly detailed, and substantiated the ability to provide a specific distributor that will provide only a sufficient level of assurance that the Proposer's contract management plan and service plan will be very responsive to the City and can effectively comply with the Scope of Services of the RFP.

Unacceptable: The response fails to clearly detail and substantiate the ability to provide a specific distributor that will provide a sufficient level of assurance that the Proposer's contract management plan and service plan will be very responsive to the City and can effectively comply with the Scope of Services of the RFP due to incomplete, insufficient and unclear information that is required by this RFP or other reasons.

6. Quality and Experience of Key Personnel

Provide resumes of all key personnel who will be responsible for overseeing manufacture, installation, testing, maintenance and repair of the meters.

Highly Advantageous: All of the personnel identified by the Proposer are proven to possess a very high level of direct Multi-Space Parking Meter experience and performance and resumes are included in the proposal for all personnel and these personnel are currently performing functions similar to those proposed for the Proposer and these personnel are determined to have adequate relevant experience to successfully perform their duties.

Advantageous: All of the personnel identified by the Proposer are proven to possess a high level of direct Multi-Space Parking Meter experience and performance and resumes are included in the proposal for all or virtually all personnel and these personnel are determined to have adequate relevant experience to successfully perform their duties.

Not Advantageous: Most but not all of the personnel identified by the Proposer are proven to possess an adequate level of direct Multi-Space Parking Meter experience and performance and/or the proposer has not yet identified personnel for certain positions and as a result resumes are not included in the proposal for all personnel.

Unacceptable: Some of the personnel identified by the Proposer are proven to possess an inadequate level of direct Multi-Space Parking Meter experience and past performance. OR

The Proposer has been unable to clearly and specifically commit and identify personnel who would be required to supply and implement Waltham's Multi-Space Parking Meter system with a high level of effectiveness and efficiency.

7. Quality of References

Provide a list of references that can comment substantively on their experiences with the Proposer. All responses should include a minimum of six government references for installations completed in the past two years and similar to that proposed for the City of Waltham. For each reference, provide a contact name, address, telephone number, fax number, email address and installation date and version of the meters installed. (Only include fully operational, permanent installations. Do not list pilot, test or demonstration installations.)

Highly Advantageous: Six references contacted by the City commented substantively and positively on their experiences with the manufacturer and distributor of the Multi-Space Parking Meters and gave highly positive recommendations for this project.

Advantageous: Four or five references contacted by the City commented substantively and positively on their experiences with the manufacturer and distributor of the Multi-Space Parking Meters and gave highly positive recommendations for this project.

Not Advantageous: Three references contacted by the City commented substantively and positively on their experiences with the manufacturer and distributor of the Multi-Space Parking Meters and gave highly positive recommendations for this project. OR

One or more references contacted by the City commented with only adequate or neutral comments, which led the City to conclude that it would not be in the City's interests to award the contract to the Proposer.

Unacceptable: Only one reference contacted by the City commented substantively and positively on their experiences with the firm. OR

One or more references contacted by the City commented with negative comments, which led the City to conclude that it would not be in the City's interests to award the contract to the Proposer.

SECTION VI. ADDITIONAL PROPOSAL SUBMISSION DOCUMENTS

The following documents must be submitted with your bid, and will be taken into consideration during the evaluation process:

- A. Resumes for personnel who will be involved in the proposed project. Also provide a table listing all such personnel, their job titles, and a brief description of their proposed role in the project.
- B. Samples of reports produced by the BOS (Back Office Software).
- C. Specifications and literature for the device being proposed.
- D. A letter designating a specific individual whom will act both as project manager and the primary point of contact with the City. Preferably, this person will also be a principal of the proposing firm. Please provide telephone and fax numbers, email address and mailing address for this person.
- E. Fully executed copies of the Compliance Section of this document. Section IX.
- F. SOMWBA certification, if appropriate.
- G. Copies of any legal document affecting the financial status of the company, which has been filed with any state or federal court.

SECTION VII. QUALITY REQUIREMENTS

In order for a Proposal to receive further consideration, a Proposer must unconditionally check "Yes" to each of the statements below. The City shall reject in its entirety the proposal of any Proposer who fails to check "Yes," or who modifies, qualifies or limits its affirmative response in any way

1. Bidder is a manufacturer or manufacturer's authorized distributor for the product(s) being proposed.

Yes No

2. The proposed Multi-Space Parking Meter meets all the requirements of this RFP unless specifically identified in response to item 2, Section VI of this RFP.

Yes No

3. Bidder has a local customer service representative who is available to be at any meter installation site within 24-hours of being contacted by the City. This representative is fully knowledgeable in the design, operation and troubleshooting for the products and services being proposed including all software and hardware.

Yes No

SIGNATURE: _____ **DATE:** _____

COMPANY NAME: _____

TITLE: _____

SECTION IX: COMPLIANCE SECTION

Complete all forms in this section and submit with your bid response

The compliance documents in this section must be completed, signed and returned **with your bid package.**

Purchasing Department

City of Waltham

610 Main Street

Waltham, MA 02452

Failure to submit the completed documents will cause the disqualification of the proposal.

Section Index

Check when Complete

- Non-collusion form and Tax Compliance form..... _____
- Corporation Identification Form..... _____
- Certificate of Vote Authorization..... _____
- Certificate of Insurance (showing all limits of WC &GL)..... _____
- Three (3) References..... _____
- 5% Bid Bond or Certified Check..... _____
- Debarment Certificate _____
- Prevailing Wage Certificate..... _____
- Right-to-know Law..... _____
- OSHA 10 Certificate for all Assigned Employees (MGL ch30, §39M and Ch 149) _____

Your Company's Name: _____

Service or Product Bid _____

NOTE: Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

_____, _____
(Signature of person signing bid or proposal) Date

(Name of business)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____, _____
Signature of person submitting bid or proposal Date

Name of business

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

I _____, Clerk of _____ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the ____ day of _____ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _____ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that _____ is duly elected/appointed _____ of said corporation

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, _____

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City _____ State _____ Telephone Number _____ Today's Date _____

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

**WEEKLY PAYROLL RECORDS REPORT &
STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of his or her weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those reports for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 20____

I _____,
(Name of signatory party) (Title)

I do hereby state that I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____, Title _____

Print _____

WEEKLY PAYROLL REPORT FORM

Company Name: _____

Project Name: _____

Awarding Auth.: _____

Work Week Ending: _____

Final Report

Prime Contractor

Subcontractor

List Prime Contractor: _____

Employer Signature: _____

Print Name & Title: _____

Employee Name & Address	Work Classification	Hours Worked							(A) Tot. Hrs.	(B) Hourly Base Wage	Employer Contributions			(F) [B+C+D+E] Hourly Total Wage (prev. wage)	(G) [A*F] Weekly Total Amount
		S	M	T	T	W	F	S			(C) Health & Welfare	(D) Pension	(E) Supp. Unemp.		

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

RIGHT TO KNOW LAW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

Authorized Signature Indicating Compliance with the Right-to-know laws:

Signature

Date

Print Name

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____,

Date _____

10 HOURS OSHA TRAINING CONFIRMATION

Chapter 306 of the Acts of 2004

CONSTRUCTION PROJECTS

AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC

The undersigned hereby certifies that all employees to be employed at a worksite for construction, reconstruction, alteration, remodeling, repair, installation, demolition, maintenance or repair of any public work or any public building estimated to cost more than \$10,000.00 have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first payroll report for each employee and will comply with all laws and regulations applicable to awards of subcontracts subject to section 44F.

Company Name: _____

Address: _____

Signature: _____

Title: _____

Print Name _____

Date

See Chapter 306 of the Acts of 2004

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.