



*City of Lawrence*  
*Office of Mayor William Lantigua*  
*200 Common Street*  
*Lawrence Massachusetts 01840*

WILLIAM LANTIGUA  
MAYOR

PATRICK J BLANCHETTE  
CHIEF ECONOMIC  
DEVELOPMENT DIRECTOR

TEL: (978) 620-3016  
FAX: (978) 722-9200  
[www.cityoflawrence.com](http://www.cityoflawrence.com)

November 15, 2010

Dear Sir/Madam,

The City of Lawrence is seeking sealed proposals from qualified vendors for a multi-year on-street parking Management program. The City of Lawrence will receive proposal at this office until 10:00am on December 7, 2010, as outlined in the attached bid specifications:

#### **City of Lawrence Parking Management Services**

All questions regarding this RFP and the selection process shall be directed in writing to: Patrick J Blanchette, Chief Economic Development Director, City of Lawrence, 200 Common Street, Mayor's Office 3<sup>rd</sup> Floor, Lawrence, MA 01840, (978) 620-3016.

This City reserves the right to reject any and all proposals, in whole or in part or to accept the proposal deemed most advantageous for the City of Lawrence. The City also reserves the right to make the award to other than the lowest proposer, if such award is found to be more advantageous for the City of Lawrence.

All proposals submitted in response to this RFP will be evaluated and awarded in accordance with the provisions established under Massachusetts General Law Chapter 30B. Bidders will be required to adhere to the guidelines established under this statute.

Proposals must be received in a sealed envelope at the office of Patrick J Blanchette, Chief Economic Development Director, City of Lawrence, 200 Common Street, Mayor's Office 3<sup>rd</sup> Floor, Lawrence, MA 01841. Bids delivered elsewhere and not in this office by 10:00am, 12/7/10 will not be considered.

**Clearly mark, in separate, sealed envelopes, and label "Cost & Non-Cost Proposal for City of Lawrence Parking Management Services 12/7/10."**

Sincerely,

Patrick J Blanchette

Chief Economic Development Director



# **CITY OF LAWRENCE, MASSACHUSETTS**

## **REQUEST FOR PROPOSALS FOR**

### **PARKING MANAGEMENT SERVICES**

#### **TABLE OF CONTENTS**

<i>Section</i>	<i>Description</i>
1.	Introduction
2.	General Instructions & Conditions
3.	Scope of Services
4.	Specifications
5.	City Rights, Obligations and commitments
6.	Procurement Process
7.	Evaluation Process
8.	Terms and Conditions
9.	Payment for Services
10.	Certificate Regarding Disbarred & Suspended Parties
11.	Certificate of Non Collusion
12.	Certificate of Tax Compliance
13.	Clerk Certificate
14.	City of Lawrence Standard Contract

## *Section 1*

# INTRODUCTION

## **Introduction**

The City of Lawrence, Massachusetts (hereinafter “the City”) requests proposals from qualified vendors for a multi-year On-Street Parking Management Program. The City intends to procure all services necessary to operate a paid parking system; these services include meter installation, cash collections, citation issuance, citation processing and delinquent collections. Currently, the City of Lawrence has no metered parking. The City envisions a first phase of metered parking to include Essex, Common, Broadway, Jackson (Common to Haverhill) and Lawrence Street (Common to Park).

The City of Lawrence is strategically located in the center of the Merrimack Valley. Lawrence is located just twenty-six miles north of Boston, serviced by both Route 495 and Route 93. Lawrence was built in the 1840's as the nation's first planned industrial city. The massive mill buildings lining the Merrimack River, the striking clock and bell towers and the breath-taking Great Stone Dam are all a tribute to Lawrence's industrial heritage. The historic mill buildings along the Merrimack River offer accessible office space and adaptable mix-use development. The City known as the “immigrant city”, has always been a multi-ethnic and multicultural gateway city with a high percentage of foreign-born residents. The successive wave of immigrants coming to Lawrence started in the late 1800's and today is home to approximately 76,000 people. Lawrence has a very busy and active downtown area with a multitude of small businesses along the Essex and Broadway corridors. This, coupled with the location of government buildings, which include; Lawrence City Hall, Lawrence Public Library, Superior Court, District Court (Fenton Judicial Center?), Northern Essex Community College, U.S. Post Office, and U.S. Immigration Center, make for a lively and congested downtown area.

**Copies of the specifications and proposal forms, including all documents incorporated by reference into the Request for Proposals (RFP), may be obtained from Patrick J Blanchette, Chief Economic Development Director, City of Lawrence, 200 Common Street, Mayor's Office 3<sup>rd</sup> Floor, Lawrence, MA 01840. This information will also be available at [www.cityoflawrence.com](http://www.cityoflawrence.com) on or after Monday November 15<sup>th</sup> at 9:00am. If you obtain proposal via the City website, you are fully responsible to notify the City of Lawrence of such and your intent to submit a proposal. This will ensure notification should any addendums need to be issued by this office. The City is not responsible unless notified.**

The City of Lawrence reserves the right to consider all proposals for 30 days after receipt thereof, and further reserves the right to reject any or all proposals; in whole or in part, or to accept the proposal deemed most advantageous for the City of Lawrence.

## Section 2

### GENERAL INSTRUCTIONS AND CONDITIONS

#### 2.1 PROCUREMENT OVERVIEW

The City is seeking a vendor to provide parking management services, infrastructure management, meter collections, parking enforcement, citation processing and delinquent citation collections. Currently, there is no metered parking in the City – all on-street parking is time limited. The City of Lawrence Police Department is charged with enforcing parking regulations, including winter parking and snow emergency rules. The purpose of this RFP is to procure all services necessary to operate a paid parking system from a single vendor.

All technical requirements outlined in Section 3 – Scope of Services must be met, or be capable of being met, by the Vendor or their proposal will be disqualified as being non-responsive; however, the City of Lawrence reserves the right to reject any and all proposals, or to waive any informalities in the proposal process, if deemed in the City’s best interest.

#### 2.2 Important Dates

Item	Date
RFP Issued	11/15/2010 9:00am
RFP Due	12/07/2010 10:00am
Short List Notified	12/10/2010
Vendor Demonstrations	12/17/2010
Vendor Selection Announced	01/04/2011

#### 2.4 Goals and Objectives of the Procurement

The objectives of this procurement include:

- Improved convenience for City resident and visitor motorists
- Implement paid parking for the City
- Invest in technology and new revenue control equipment
- Enhanced program revenues
- Improved enforcement efficiency
- Improved ability to generate parking turnover

#### 2.5 General Procurement Conditions

##### Equal Opportunity Employer

The City is an equal opportunity and affirmative action employer and does not discriminate in hiring, employment, or business practices. The City is committed to complying with the

Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of any programs, services, or activities.

Contact Person

The official responsible for administering this RFP, to whom all inquiries and correspondence should be addressed in writing, is:

Patrick J Blanchette  
Chief Economic Development Director  
Office of Mayor William Lantigua  
200 Common Street, Third Floor  
Lawrence, MA 01840  
978-620-3016 / patrickblanchette@cityoflawrence.com

Expense of Procurement Preparation

All costs incurred in the preparation or presentation of this quotation shall be wholly absorbed by the vendor. Once submitted, the quotation and supporting materials become the property of the City of Lawrence.

Rights of the City of Lawrence

The Chief Procurement Officer reserves the right, at its sole discretion, to pursue any and all actions it deems in the City's best interest regarding this Request for Proposals, including but not limited to:

- Issue Addenda to the RFP;
- Request additional information and/or clarification from proposers;
- Extend the deadline for submitting proposals;
- Withdraw this RFP;
- Modify and reissue the RFP;
- Reject any and all proposals;
- Reject or accept proposals that do not fully comply with the requirements of the RFP as detailed within this RFP, its attachments, addenda, or clarifications in compliance with all applicable laws;
- Reject or accept incomplete proposals, proposals containing errors, inconsistencies, proposals not submitted with the proper number of copies, proposals submitted after the deadline, or proposals with other process or content errors or deficiencies in compliance with all applicable laws;
- Award the proposer without further discussion or negotiation;
- Issue subsequent RFP for the same, similar, or related services;
- Amend the agreement resulting from this proposal;
- Terminate the agreement resulting from this proposal; and
- Take any other action the Chief Procurement Officer deems to be in the best interest of the City.

## **REQUEST FOR ADDITIONAL INFORMATION**

The official responsible for administering this RFP, to whom all inquiries and correspondence should be addressed in writing, is:

Patrick J Blanchette  
Chief Economic Development Director  
Office of Mayor William Lantigua  
200 Common Street, Third Floor  
Lawrence, MA 01840  
978-620-3016/ patrickblanchette@cityoflawrence.com

## **PROPOSERS' EXAMINATION OF THE RFP**

Proposers shall examine all information and materials contained in and with this RFP. This shall include, but not be limited to, all relevant laws and regulations of the Commonwealth of Massachusetts and the United States Government. Failure to do so shall be at the proposer's risk.

## **EXCEPTIONS TO THE RFP**

All exceptions to this RFP shall be clearly identified and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for Lawrence, and a description of the advantages to be gained by Lawrence as a result of these exceptions.

## **INCURRING COSTS**

The City of Lawrence shall not be liable for any costs incurred by proposers in preparing, submitting or presenting proposals, or in satisfying any demonstration or other requirements.

The City of Lawrence shall not reimburse any costs incurred by proposers in anticipation of being awarded the contract under this RFP.

The City of Lawrence shall not accept billings for additional costs except as may be otherwise specified in this RFP or the Agreement pursuant hereto.

## **RESPONSIBILITIES OF PRIME CONTRACTOR**

The successful proposer shall be considered as the prime contractor and shall be required to assume total responsibility for all services offered in its proposal, whether or not it is the manufacturer, producer, author or supplier of them.

The City of Lawrence shall consider the successful proposer to be the sole point of contact with regard to all contractual matters, including the performance, service of and payment for services rendered.

## **PROPOSALS CONSIDERED “FIRM”**

All proposals received by Lawrence in response to this RFP shall be considered “firm” and may only be withdrawn as provided by M.G.L. c.30B. Any proposer wishing to withdraw its proposal prior to the date and time specified in this RFP for submission shall send a letter by certified mail, return receipt requested, to the Chief Economic Development Director in advance of such withdrawal, 200 Common Street, Mayor’s Office 3<sup>rd</sup> Floor, Lawrence, Ma 01840.

## **OPEN PROCUREMENT**

1. The City of Lawrence reserves the right to accept any item or group of items proposed in any response, unless the proposer qualifies its offer by specific limitation.
2. The City of Lawrence reserves the right to negotiate with proposers regarding variations to the service plan in the original proposal, which may be in the best interest of Lawrence.
3. The City of Lawrence reserves the right to accept or reject any or all proposals in whole or in part.

## **TERMINOLOGY**

Terms used in this RFP are not intended to imply or denote a particular vendor and are not to be construed as restrictive in any way. All references in this RFP to specific products or suppliers are intended for illustrative or explanatory purposes only with no endorsement intended or implied by the City.

## **CASH DISCOUNTS**

The proposer’s proposal shall offer its lowest and best price for any and all goods and services requested in this RFP. This should include all discounts available for local governments, school districts or otherwise.

The unit price proposed for each item shall include all applicable discounts for each such item on an item-by-item basis. **“Bottom line” or total discounts will not be accepted.**

## **NO ASSIGNMENT**

Assignment by the successful vendor to any third party of any contract based on this RFP or any monies due shall be absolutely prohibited.

## **FORCE MAJEURE**

Neither the proposer nor the City shall be liable, nor may either cancel the Agreement pursuant to this RFP, when delays arise out of causes beyond the control and without the fault or negligence of the proposer or the City. Such causes may include but are not restricted to acts of God or the public enemy, acts of the City in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather (defined as any weather situation which requires the Governor of the Commonwealth of Massachusetts to declare a state of emergency). In every case, the delay must be beyond the control and without the fault or negligence of either party.

If the proposer is delayed in her performance as a result of the above causes, the City may either (1) extend the time for completion of such responsibilities for a period equivalent to the time lost for completion of such responsibilities by reason of any or all of the aforesaid causes, or (2) secure substitute performance at its own cost and expense during the duration of the excusable delay and reduce performance and payment under this Agreement, or (3) terminate all or a portion of this Agreement when the delay totally precludes the proposer's performance or materially affects it and the delay continues for a delay of thirty (30) days. The City agrees that within ten (10) business days after commencement of the delay, it shall give the proposer written notice of its election as to options 1, 2, or 3.

## **LIABILITY AND INSURANCE**

Proposers shall save and keep Lawrence harmless from any an all legal liability which may be established on behalf of any person or persons or corporation, whomsoever for, growing out of the normal use of these services.

The successful proposer shall take out and maintain during the life of the contract pursuant to the RFP such Public Liability and Property Damage Insurances as shall protect him and any subcontractor performing work covered by this contract from claims for damages for injury, including accidental death, as well as for claims for property damage which may arise from operations by himself or by his subcontractor(s) or by anyone directly or indirectly employed by either of them. The successful proposer shall also take out and maintain for the term of the contract all coverages required by statute or regulation.

General liability insurance shall be maintained in the amount of \$500,000 including property damage in the amount of \$500,000. Bodily injury insurance shall be maintained in the amount of \$500,000/\$1,000,000. Proof of the existence of such coverage shall be furnished to the City of Lawrence at the time of execution of the contract. The City of Lawrence shall be named as an insured.

The contract between the City of Lawrence and the successful proposer shall have the proposer hold the City harmless and indemnify the City for damages arising from proposer's actions. No exception to this part of the contract will be accepted.

**THE CITY OF LAWRENCE SHALL ACCEPT NO EXCEPTIONS TO THIS SECTION.**

## **CONFIDENTIALITY**

Under the Massachusetts General Laws, the City of Lawrence cannot assure the confidentiality of any material or information, which may be submitted by a proposer in response to this RFP. Thus, proposers who choose to submit confidential material or information do so at their own risk.

## **RIGHTS TO SUBMITTED MATERIAL**

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by proposers shall become the property of Lawrence when received. Lawrence shall have no obligation to return any such submitted material.

Supporting technical manuals will be returned at the request of the vendor. Lawrence retains the right to use any or all system ideas presented in any proposal in response to the RFP, whether amended or not. Selection or rejection of any proposal does not affect this right.

## **NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION**

1. The proposer shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The proposer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; the Age Discrimination in Employment Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1) and all relevant administrative orders and executive orders.
2. If a complaint or claim alleging violation by the proposer of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD) the proposer agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.
3. In the event of the proposer's noncompliance with the provisions of this section, Lawrence shall impose such sanctions as it deems appropriate, including but not limited to:
  - (a) Withholding of payments due the proposer until the proposer complies; and
  - (b) Termination or suspension of any contract or agreement pursuant to this RFP.

## **COPY OF STANDARD CONTRACT**

This RFP contains a sample copy of the City of Lawrence Standard Contract that the successful bidder(s) will be required to sign, upon notification of contract award. Software license agreements may be incorporated into the Standard Contract, under Schedule A – Scope of Services, subject to the approval of the City Attorney. Any software licensing agreements that are to be part of the Standard Contract must be included with the bid documents in order to allow the City Attorney to review the agreement(s), prior to awarding to the contract(s).

## Section 3

### Scope of Services

#### 3.A Implementation and Operations

The management of the parking program involves six main functions.

1. General program management
2. Parking infrastructure management
3. Parking meter collections
4. Parking enforcement
5. Citation processing
6. Delinquent collections

##### 1. GENERAL PROGRAM MANAGEMENT

- 1.a. Management - The enforcement personnel provided by the Contractor shall be supervised by a designated supervisor or manager during work hours. The supervisor or manager may engage in other activities for the Contractor, but must be immediately available at all times to support the enforcement officers, City Program Manager, and/or other duties necessary to meet the scope of this Agreement. The Contractor shall identify an individual who is designated as the single point of contact to facilitate communication with the City. Similarly, the City Program Manager will function as the single point of contact for Contractor's inquiries.
- 1.b. Communication - All enforcement personnel shall have instant communication access (via a cell phone or other similar device) to the supervisor and the supervisor to enforcement personnel during all times an enforcement officer is on duty. Further, the Contractor will provide direct telephone numbers and email addresses (at a minimum) for all staff in order to facilitate communication with designated City employees as directed by the City Program Manager.
- 1.c. Supplies - The Contractor is responsible for furnishing all supplies for all Services provided, including, but not limited to:
  - i. Furnishing materials for the automated ticket issuance devices. Ticket stock must be able to withstand inclement weather conditions.
  - ii. Furnishing return-envelopes for the violator with all issued tickets.
  - iii. Furnishing overtime parking rule information sheets as needed.
  - iv. Delinquent notice mailings - up to two mailings per violator.
- 1.d. Enforcement & collection actions are to be carried out in a uniform and fair manner. The Contractor shall not directly or indirectly give any preferential treatment to any person or entity in the performance of enforcement duties.
- 1.e. Coordination Meetings - The Contractor shall attend regularly scheduled coordination and/or reporting meetings as necessary with the City Program Manager.

## **2. PARKING INFRASTRUCTURE MANAGEMENT**

Contractor will assume full management responsibility of the parking meter infrastructure - including the purchase, financing, installation, service, repair and replacement - of all current meters and all future new meters.

The Contractor is responsible for collections from all multi-space meters, and the service and repair of all equipment. With prior approval of the City, the Contractor may also expand the parking management program including expanding the number and areas where multi-space meters are installed.

The Contractor shall be responsible for the provision and use of automated ticket issuance devices for the issuance of parking violations. These devices should have an integrated printer and must have the capability to capture digital images and include features for electronically “marking tires”. Each enforcement officer shall be supplied a handheld ticket writer for ticket issuance during their assigned shift. In addition, spares must be available to minimize downtime. The handheld computer shall receive and record all applicable data which can be easily retrieved by the Enforcement Officer during the course of his/her rounds. Paper tickets are only permitted due to a system failure that prevents the issuance of automated tickets.

### **Parking Meter Equipment Assets and Standards**

It is the Contractor’s responsibility to provide, operate, and maintain parking meter equipment throughout the term of the Agreement. The City has identified and approved metered spaces as defined in the Agreement. The Contractor shall purchase, install, and maintain multi-space parking meters within four (4) months of the start Date. Parking meters will reflect the City of Lawrence's "Green" policies and provide multi space meters that provide for solar or recyclable batteries.

### **Existing Parking Equipment Assets at Start Date**

On and with effect from the Start Date, the Contractor will take over associated rights of ownership and/or control, equal to the City’s rights prior to the Start Date, of the following parking meter assets and equipment in good working order:

#### **A. Parking meters**

Not Applicable

#### **B. Signage**

The Contractor will be responsible for installation and maintenance of signs and markings, including signs, poles, hardware and supplies.

### **2.a. Standards for Parking Meters to be Acquired by Contractor for Use in Support of Services**

The Contractor will be responsible for the service and repair of all pay-by-space parking meters. The Contractor may also expand the parking management program including expanding the number and areas where meters are installed, with prior approval from the City. Any such

expansion of the metered areas of the City must be performed in compliance with all established laws and regulations, in accordance with the payment provisions of this Agreement, and in consultation with the City. The City will not unreasonably withhold support from program expansions proposed by the Contractor.

The Contractor and the City are jointly responsible for determining when and where single-space meters are appropriate and when and where multi-space meters are appropriate. Wherever possible, environmentally friendly technology such as solar power or recyclable batteries should be utilized by the selected parking meter technology. Furthermore, to reduce waste and litter, any multi-space parking meters installed must operate as Pay by Space meters and must not issue receipts. The Contractor is responsible for determining the make and model of the meters. Any multi-space meters that are installed must meet standards established by the Americans with Disabilities Act (ADA).

The Contractor must provide a parking management system to manage the meter operations. All multi-space meters must be managed by a single management system that provides the City with transparency into the meter parking meter operations in a fully auditable manner.

#### 2.b. Standards for Parking-related Signage

Under this Agreement, the Contractor is responsible for supplying, installing, and maintaining signage that pertains exclusively to parking regulations and/or instructions, including the following:

- Time-limited parking zones
- Metered parking zones
- Rush-hour no parking zones
- Instructional signage, where necessary, identifying meter locations and payment instructions
- Space marking signage (if necessary for Contractor's program)

The Contractor shall not be responsible for maintaining any of the following types of signage:

- Bus loading/un-loading zones
- General "no parking" zones
- Fire lanes
- Special parking areas pertaining to persons with disabilities

The Contractor will be responsible for the installation and maintenance of new parking signage. The Contractor will be responsible for existing signage that may need to be replaced and/or repaired, including signs, poles, hardware and supplies.

Signage must conform to the standards published in the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

Contractor will be responsible for determining the number of signs necessary to meet requirements for each block face based on MUTCD guidelines and local ordinances. The

Contractor may utilize City owned poles for the placement of signs, including metal street light poles and stand alone sign poles, consistent with MUTCD guidelines.

### **3. METER COLLECTIONS**

The Contractor is responsible for the collection of monies from all meters. The Contractor shall utilize systems and techniques for the City to track and verify such collections in accordance with parking meter industry standards. All data should be integrated into one system.

### **4. PARKING ENFORCEMENT**

The Contractor shall operate in general compliance with the City's existing Parking Enforcement Policy as set out below.

#### **4.a. Enforcement Hours Time/Day**

Enforcement hours will be clearly displayed on the meters and/or applicable signage. The Contractor may utilize alternate and/or additional enforcement schedules within the limitations of the City's laws and regulations. Updating existing ordinances will require legislative approval.

#### **4.b. Enforcement Areas**

Enforcement of parking related codes, under this Agreement, will be citywide, based on locations of newly installed meters, and not limited to current or pending meter locations.

#### **4.c. Issuance of Parking Citations**

The Contractor must maintain a separation between the ticket issuance and other functions identified in this Exhibit to eliminate any actual or perceived conflict of interests in the fair and proper application of parking regulations with regard to ticket issuance. To this end, ticket writing responsibilities may be assigned to a partner or sub-contractor of Contractor.

The Contractor shall issue citations for violations of parking ordinances when and where appropriate. The Contractor shall be responsible for staffing of all parking enforcement operations. Proposals which identify strategies to hire local residents will be considered highly advantageous by the City of Lawrence.

The Contractor shall use an electronic ticket writing device to issue parking tickets. The tickets must contain the make, model, color, and style of vehicle, license tag number or Vehicle Identification Number (VIN), violation code number and description, base fine amount and additional fine amount in the event there is a failure to respond timely, officer signature and unique ID number, the location of the parking offense, and the time and date of the offense.

The Contractor shall only use standard Parking Violation Notices with language and design that have been approved by the City.

All Violation Notices shall also conform to standards set by the Commonwealth of Massachusetts.

The Parking Clerk or his/her designee will transmit a file in an agreed-upon format at least monthly that will include the status and payment information of all adjudication cases referred to the Parking Clerk as of the 1<sup>st</sup> day of the prior month for any citations adjudicated outside the parking management vendors system.

The Contractor will be responsible for collecting all revenue associated with issued citations except that received by the Parking Clerk due to a contested ticket.

The Contractor shall maintain a back-up database for the purpose of keeping a duplicate record of all parking citations.

A paper ticket must be placed on the windshield of the offending vehicle. It must be resistant to inclement weather. The ticket must include a pre-addressed envelope for payment purposes.

The City has the exclusive right to set all fine amounts; the fine amounts are subject to change as determined by the City. Any such changes will be in accordance with the change provisions of the Agreement.

4.d. Types of Violations & Corresponding Fines

The Contractor shall enforce all parking related ordinances in regards to the parking meters. Parking Meters are governed under City Code.

4.e. Parking Ticket Database

The Contractor must go through the Commonwealth of Massachusetts' Registry of Motor Vehicles (RMV) to obtain owner and vehicle information.

All issuance agencies that have been identified by City to Contractor at the Start Date will continue to write tickets for parking related violations. These issued tickets will be forwarded to the Contractor for processing and collections in the same manner as tickets issued by the Contractor.

Contractor must provide for a periodic, comprehensive, off-site, electronic backup of all tickets issued by the Contractor. In addition to electronic media backups, the Contractor must maintain a disaster recovery plan for recovering data and restoring operations following a disruption.

4.f. Towing

The Contractor will be required to utilize tow service operators currently contracted with the city Police Department and the City of Lawrence.

The Contractor's parking ticket system must be able to keep a log of all events involving tow transactions, including date and time a vehicle was towed, location that the tow occurred, location to which the vehicle was towed.

4.g. Reporting of Missing or Damaged Signage

Missing or damaged parking management signs observed in the field by Enforcement Officers are to be reported to the City on a regular basis. The type of sign and its exact

location must be included in such reports. In addition, the handheld ticket writers must be able to capture information regarding any missing or damaged signs in the field and provide a report at the end of each officer's shift.

4.h. Hearing Appearance

The Contractor will provide system access for the Parking Clerk to conduct hearings.

4.i. Complaints

The line of contact for complaints received from citizens shall be as follows:

- (1) Contractor
- (2) City Program Manager

The Contractor shall promptly and courteously respond to all complaints and shall thoroughly investigate them. If the City receives a complaint concerning the Contractor, it will notify the Contractor within 48 hours of receiving such complaint.

The City's Program Manager, or his/her designee, will be the point of contact in the City for complaints and follow-up. All complaint reports are to be documented and provided to the City for review upon completion.

The Contractor shall have a specific telephone number for the purpose of handling questions and complaints regarding the City's Parking Enforcement Program.

4.j. Nationwide DMV Processing

For parking violations issued to out-of-state vehicles, the Contractor must utilize a process for recovering fines associated with such vehicles in accordance with industry practices and in conformance with prevailing laws and regulations governing accessibility and use of vehicle registered owner information.

4.k. Ticket Payment

The Contractor shall be responsible for collecting fine revenue. The Contractor shall offer means of payment that include mail, phone, and online.

The City will provide a window at the treasurer's Office where citizens can appear to pay citations. The window will include provisions for standard electricity and internet access. The Contractor shall provide all necessary personnel and equipment necessary to operate the window.

The defendant can request a hearing to dispute the ticket either by mail or in person at City Hall. The form to dispute the ticket will be established by the City.

4.l. Pre-enforcement Introductions

Shortly after the Start Date, the Contractor's Enforcement Officer(s) shall personally introduce themselves and explain the City's Parking Program to the business and property owners along designated patrol routes for a period of time specified by the Program Manager, but not to exceed three weeks' time. On an on-going basis, the Contractor's

Enforcement Officer(s) shall introduce themselves and the City's Parking Program to new businesses and property owners that establish along patrol routes. The City will also require the Contract's Enforcement Officer to present details of the new parking program to the Lawrence City Council, Chamber of Commerce and other community groups prior to start date.

4.m. Vehicles

Identification Markings on Vehicles - All vehicles used by enforcement personnel shall be clearly identifiable as performing parking enforcement for the City. Vehicle markings shall not resemble City Vehicles. The vehicle markings must be approved by the City Program Manager.

Compliance with Existing Laws - Vehicles shall be operated at all times in compliance with all state and local motor vehicle and emissions laws.

Posted Warning Sign - The rear of all patrol vehicles shall have a sign warning of frequent vehicle stops.

Warning Lights - All vehicles used by enforcement personnel shall have blinking flasher lights installed on the vehicle's roof. These lights shall be used when patrolling to warn other vehicles about the slower moving enforcement vehicle.

Vehicle Specifications - The Contractor will provide all parking enforcement vehicles. The Contractor will be responsible for all upkeep, maintenance and replacement costs associated with the vehicles.

Alternatives to Vehicles - Foot enforcement and/or bike enforcement personnel vehicles may be utilized given that Contractor ensures adequate coverage is maintained and all state and local pedestrian and bicycle laws are adhered to.

4.n. Personnel

Hiring & Supervision

The Contractor will be responsible for all aspects of recruitment and selection of parking enforcement personnel. The Contractor shall employ only persons competent and skilled in the performance of the work assigned to them and shall provide skilled and responsible supervision for such persons. The Contractor, in partnership with the City of Lawrence, shall host no less than two (2) recruitment fairs within the City of Lawrence. Contractor, in partnership with the City of Lawrence, shall also commit to recruiting efforts through the local media, including, but not limited to, print, radio and internet advertisements.

The Contractor shall not use discriminatory hiring practices in regard to ethnic origin, race, religion, sex, and physical or mental disability. Contractor must adhere to all existing City non-discrimination policies.

The Contractor's personnel shall be polite and courteous to all citizens.

Contractor will be responsible for assuring employee compliance with all laws and regulations, respond to inspections/audits by regulatory agencies, and pay any fines or assessments levied by regulatory agencies.

The Contractor will be responsible for all personnel supervision, disciplinary and termination actions.

#### Uniforms

Appearance - All personnel are to be provided with professional appearing uniforms. They are to be designated with logos on shirt and jacket sleeves, and on hats with an emblem designating them as official parking enforcement personnel. The color and design of uniforms must be approved by City. The uniforms personnel shall not resemble a City Police Department uniform.

Required Times to Wear - All personnel are to be in complete uniform at any time during duty hours including time in court.

Photo Identification - All enforcement personnel must carry photo identification and a copy of their Limited Commission while on duty. (The Limited Commission is the authorization to enforce parking regulations, and this Limited Commission will be issued by the City.)

#### Training

Contractor's Responsibilities - The Contractor will be responsible for complete training of parking enforcement personnel. Contractor shall maintain complete training records for each employee, as well as any other records prescribed by law or City policy as appropriate.

Materials – The City will provide all materials related to enforcement regulations to the Contractor. All other training material is to be provided by the Contractor.

Contents - Training must include, but is not limited to, the following:

- Customer Service and expectations.
- Conflict management.
- Municipal law and ordinances relating to parking enforcement.
- Giving testimony and courtroom procedures
- Job procedures and emergency protocol.
- Job Safety as required by OSHA/DOSH.
- Civil rights law and procedures.

Contractor is responsible for all employment related record keeping, and will provide, upon request by the City, personnel and training information for each employee.

#### 4.o. Routes

Approval of Routes - The Contractor will be responsible for proposing patrol routes and schedules. The City seeks to ensure that coverage is adequate, fair, regular and consistent.

Alternating Enforcement Routes - The Contractor will alternate the Enforcement Officer's patrol routes on a regular basis to eliminate predictability.

## **5. CITATION PROCESSING**

The Contractor will provide automated ticket issuance devices. The Contractor shall provide each business day an electronic file of all citations contested since the previous electronic file in a format agreed-upon with the Parking Clerk.

The Contractor will be responsible for obtaining registered owner information for parking tickets issued by the Contractor.

Any late fees to be assessed (after 21 days) to unpaid citations will be assessed/applied within the Contractor's citation processing system.

## **6. POST FILING**

- **Collections/Delinquent Account Management**

The Contractor will be responsible for the collection of unpaid accounts. An "account" is an unpaid parking case.

The Contractor must comply with all federal, state and local laws and regulations governing collection activity.

On and from the Start Date, backlog tickets will be assigned to the Contractor and will be recalled/no longer assigned to the City's current collection vendor.

The Contractor will be responsible for all costs associated with mailing delinquent letters and notices (including envelopes, postage and staff resources).

After a 21 day period in which there has been no response on a parking case, the Contractor shall send notice to the defendant indicating they have 10 days in which to clear this debt before the account is referred for debt collection. This will be known as the "10 Day Warning Letter." The exact language of the 10 Day Warning Letter will be agreed upon by the Contractor and the City. The letter will contain all the citation information specified in the section "Issuance of Parking Citations" above. The letter will inform the defendant that additional collection fees will accrue if they fail to respond to the Contractor.

At the end of 10 days, the Contractor will send a second letter to the defendant, which will be known as the "Collection Letter." The exact language of the Collection Letter will be determined jointly by the Contractor and the City. The letter will contain all the account information originally included in the "10 Day Warning Letter", except it will inform the delinquent that the account has now been referred for collection and non renewal status

The Contractor is to have a consistent and adequate level of telephone coverage designed to handle all inquiries and responses from defendants receiving Warning and Collection letters.

- Reports and Records

Daily Logbook - Each Enforcement Officer shall maintain a daily logbook (which may be electronic) of conversations, complaints and unusual circumstances that occur while performing work duties. The logbook shall be brought current at the end of each shift. In addition, each Enforcement Officer shall include in the daily activity log the following:

- Number of citations by type of violation
- Number of warnings
- Number of impounds
- Number of parking related service requests from citizens
- Hours on duty
- All of the above reports by day, date, hour, and location
- Location and hour of disabled parking enforcement
- Number and identity of vehicles towed

Each Enforcement Officer shall document in writing the events and circumstances leading to the impoundment of a vehicle and/or dealing with a difficult customer service situation.

#### Records Inspection

The Contractor shall keep all records as listed above for at least five (6) years following the original date of issuance, or deliver the records to the City. Contractor shall keep the records in an orderly manner to assure easy access and reference to the records. The Contractor shall make all records available for inspection and copying by the City during business hours.

#### Program Reports

The following reports shall be prepared, transmitted, and maintained at a minimum. The City may request additions or deletions to the list of required reports. The Contractor's parking ticket system must be able to create all necessary reports related to history of all parking violations. The City will require the ability to generate their own onsite, ad hoc reports from the Contractor's parking ticket system as necessary.

1. Monthly summary of ticket issuance activity including the number of tickets issued by violation type, by street/area, officer and a listing of voided tickets with an explanation. The Contractor shall only void tickets after approval from the City's Program Manager.
2. Written reports on all complaint phone calls, or on-street complaints to officer on duty. Reports shall include (if known): names of parties involved, phone numbers, addresses, the nature of complaint and action taken.
3. Monthly summary of meter collections.
4. Monthly summary of towing activity.
5. Monthly summary of ticket collections.
6. Monthly reports containing the above data are to be furnished to the City no later than the 15<sup>th</sup> of the following month.

### 3.B Transition Out

On termination of the Agreement:

- (a) Contractor will continue to provide the Services for a period not to exceed three (3) months from the date of termination, provided that City may (by giving at least twenty-one (21) days notice after termination) direct Contractor to cease the Services within a shorter period (“**Transition Out Period**”). Contractor will be entitled to all rights (including as to remuneration) and all obligations as applied during the Term, except that Contractor will no longer be entitled to be the sole and exclusive provider of the Services to City.
- (b) The Parties will co-operate in good faith in relation to handing over the performance of the Services to City or a contractor nominated by City with the shared aim of minimizing the disruption to the management of City’s metered parking spaces and the collection of applicable parking charges and parking fines. However this obligation will not under any circumstances require Contractor to make available or disclose to City or any other person any of its confidential business processes and procedures, trade secrets, Confidential Information, software or other intellectual property.
- (d) Contractor will, on expiry of the Transition Out Period, but subject to the payment of the greater of (1) the aggregate outstanding lease payments for all parking meters installed by Contractor pursuant to the performance of this Agreement as at the date of expiry of the transition out period and (2) the written down cost (as set out in the accounts of Contractor) of those parking meters as at the expiry of the Transition Out Period, transfer to City (or its nominee) ownership of all installed parking meters which were installed by Contractor pursuant to this Agreement and which are the property of Contractor.
- (e) Contractor will, if requested by City, enter into an agreement to maintain the parking meters which were manufactured by Contractor and transferred to City. The agreement and the maintenance fees will be consistent with Contractor’s then prevailing standard maintenance agreement and fees for maintenance of comparable parking meters in North America.
- (f) To the extent, if any, that City requests Contractor to perform, and Contractor agrees to perform, any services which are not part of the Services in order to enable the transition of the Services to City or its nominated contractor, Contractor will be entitled to charge City for the performance of those services on a time and materials basis calculated at its then prevailing North American rates for consultancy services (plus taxes).

## *Section 4*

# **Specifications**

## **Description of Facilities**

### **4.1 On-Street Facilities**

On-street parking facilities in the City currently consist of approximately 2,000 on-street parking spaces, none of which are metered. Currently, time limits are enforced by the police department throughout the day.

### **4.2 Surface Lots**

The City of Lawrence currently operates six (6) surface parking lots, along with two (2) parking garages, which will not be included in this RFP.

### **4.3 Parking Enforcement Operation**

Currently managed by Police Department

### **4.4 Parking Violation Collection Operation**

Currently managed by Treasurer's Office/Parking Clerk via a third-party vendor.

## *Section 5*

### **City Rights, Obligations and Commitments**

#### **1. CITY RIGHTS**

The City retains the right to make changes to parking zone restrictions and to make changes to the parking system, subject to the change provisions of the Agreement, including:

1. Establishing, modifying, adding or deleting enforcement areas, routes or hours of enforcement.
2. Establishing policies and set all rates for parking.
3. Modifying, altering, adding, deleting or replacing any of the following:
  - i. City supplied or approved forms and/or equipment.
  - ii. Procedures, instructions, and codes during the Agreement term.
  - iii. Enforcement areas, beats, level of enforcement, placement of enforcement effort and type of enforcement.
4. Requesting removal from the Agreement any employee when continued employment is detrimental to the best interest of the City. The City shall provide any such request in writing.

Any such changes will be in accordance with the change provisions of the Agreement.

#### **2. CITY OBLIGATIONS AND COMMITMENTS**

Without limiting any of its other obligations set out in this RFP, the City will:

- allow or procure for Contractor full rights to access and use:
  - » the location of all parking spaces under the control of City;
  - » the parking restrictions applying within all areas administered by City; and
  - » collection of parking fines;
- allow Contractor the right to use existing parking signage; and
- allow Contractor to install parking meters and parking signage on City property as necessary to perform the Services.

## Section 6

### Procurement Process

#### Anticipated Schedule

All questions and communications about this RFP and submission requirements must be directed in writing to and be received by Patrick Blanchette, Chief Economic Development Director, at the address indicated in Section 1.6.

Item	Date
RFP Issued	11/15/10 9:00am
RFP Due	12/07/10 10:00am
Short List Notified	12/10/10
Vendor Demonstrations	12/17/10
Vendor Selection Announced	01/04/11

#### Non - Price Format

Proposal responses, including the required Cover Letter, must include applicable signature documentation (in ink) pursuant to the Proposer's organizational structure verifying the authority of the person signing the proposal response to commit to its quotation on behalf of the Proposer. Proposers shall submit one (1) original and five (5) bound copies, in separate, sealed envelopes, clearly marked as the "Non-Price Proposal to the City of Lawrence", in Response to RFP "City of Lawrence Parking Management Services." No pricing information shall be included with your technical information.

Title Page: Show the Bid title, your company name and address, name of the contact person for all matters regarding the RFP response, telephone number and Proposal date on the Title Page.

Letter of Transmittal: Each proposal shall include a letter or transmittal that bears the signature and title of an authorized representative of the Vendor. The letter should indicate that the Proposer's quotation is a firm offer for a period of at least 180 days and that the Proposer will comply with the terms of the RFP. The letter shall indicate the existence and nature of any contemplated sub-binding relationships. Any exceptions or changes to requirements of the RFP should be identified.

Table of Contents: Proposal responses shall include a table of contents listing the individual sections of the Proposal and their corresponding page numbers. Tabs should separate each of the individual sections.

Section 1. Proposer Information: The Proposer shall provide a brief description of its organization, including:

- (1) Official name of Proposer.
- (2) Proposer's organizational structure (e.g. corporation, partnership, Limited Liability Company, etc.).
- (3) Jurisdiction in which Proposer is organized and the date of such organization.
- (4) Address of Proposer's headquarters and of any local office involved in the proposal.

- (5) Proposer's Federal Tax Identification Number.
- (6) A statement accepting all terms and conditions and requirements contained in the RFP.
- (7) Name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the City, with regard to the RFP response.
- (8) A representation that Proposer is in good standing in the State of Massachusetts and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP.
- (9) A statement providing both the Proposer's authorization and request to any persons, firm, or corporation to furnish any information requested by the City in verification of the recitals included in your response to this RFP.

Section 2. Experience, Expertise and Qualifications:

The proposal shall provide details of the following:

- (1) Philosophy Statement and Business Focus. A statement of the Proposer philosophy and approach in undertaking the services of the nature outlined in the RFP as well as a description of your firm's primary business focus. The City reserves the right to evaluate responses of all Proposers who have operated or currently operate in competition with City facilities. Any Proposer operating in competition with City facilities should describe how they will remedy any conflict between their operation and meeting the objectives described in this procurement.
- (2) Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the following areas of qualifications listed:
  - A proven track record in providing these types of or similar services for municipal governments or parking authorities
  - Knowledge of any Federal and State laws and regulations governing the services outlined in the scope of services
  - The regular and continuous engagement in the business of providing parking management, ticketing, and collection services for at least five (5) years.
  - The possession of all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
- (3) References. Proposers are to provide a summary of representative current clients with details of the contract and work performed, and must include reference information for at least three (3) clients. References should have similar scope, volume and requirements to those outlined in this RFP.

Reference information is to include:

- Company/Agency name
- Contact person (name and title), contact person is to be someone directly involved with the services.
- Complete street address
- Telephone number
- Type of business
- Dates of service

The City may contact some or all of the references provided without the vendor's presence or involvement in order to determine Proposer's performance record on work similar to that described in this request. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process. The City may solicit from previous clients, including the City, relevant information regarding historical performances of the company (or companies) on other contracts in terms of quality of work and compliance with performance schedules and service requests. The City may also consider historical performance in contracts entered into between the Proposer and the City.

Additionally, please list any contracts or purchase orders in the last three (3) years between the Proposer and any agency of the City.

- (4) Personnel Listing. Proposers shall provide a listing of the proposed key personnel identified in the work plan required below by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- (5) Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships that may pose a conflict of interest. The City reserves the right to evaluate responses of all Proposers who have operated or currently operate in competition with City facilities. Any Proposer operating in competition with City facilities should describe how they will remedy any conflict between their operation and meeting the objectives described in this procurement.

**Section 3. Statement of Approach and Work Plan:**

The proposal shall provide details of the following:

- (1) Work Plan. Please describe the approach that would be followed in undertaking the major service areas. Proposal responses shall include a description of approach in providing its services to the City, stating its understanding of the work to be done and a positive commitment to perform the work as specified. Include anticipated organization and staffing for the project, as well as the provision of upfront investments, technologies, and innovations that will be included in the project. Please ensure that services that are included in the cost proposal are differentiated from those services that may be available to City if desired but are not included in the proposed cost.
- (2) Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking this.

**Section 4. Information Regarding: Failure to Complete Work. Default and Litigation:**

Please respond to the following questions:

- (1) Have you ever defaulted on a contract? If so, where and why?
- (2) Is there any pending litigation that could affect your organization's ability to perform this agreement? If so, please describe.
- (3) Has your firm ever had a contract terminated for cause within the past five (5) years? If yes, provide details.

- (4) Has your firm been named in a lawsuit related to errors and omissions within the past five (5) years? If yes, provide details.
- (5) During the past seven (7) years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- (6) Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

Section 5. Exceptions, Alternatives, and Amendments: Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions in this section. The City is under no obligation to accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

Section 6. Additional Data: The Proposer may include in this section any additional information that the Proposer wishes to bring to the attention of the City that is relevant to this RFP.

Section 7. Financial Statements: The proposal must include audited financial statements for the last three (3) years.

### **Cost Proposal Format**

Prospective vendors shall submit price proposals in response to this RFP as a separate enclosure in their submissions. Price Proposals shall be submitted in a separate enclosure marked 'Price Proposal'. Do not submit prices with the Technical Proposal. The Cost Proposal as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.

### **Number of Copies**

The proposer shall provide one (1) original and five (5) copies each of the non-price and price proposal to the City of Lawrence Office of Economic Development and one electronic version of the non-price proposals. The non-price and price proposal will be sealed in a separate envelope. Each envelope shall be marked non-price or price proposal with the RFP Title, Proposal Name, and time and date of proposal opening.

### **Place and Time**

Sealed proposals will be received at the City of Lawrence Office of Economic Development, Office of Mayor William Lantigua, City Hall, 200 Common Street, Third Floor on or before **10:00 AM on December 07, 2010**, at which time and place they will be opened and registered.

### **Signature**

All proposals shall be complete, factual, and signed by an authorized officer of the vendor's company on the appropriate page(s).

### **Questions and Interpretations**

Any substantive questions regarding the proposal documents shall be referred to the City of Lawrence Chief Economic Development Director, Patrick Blanchette, in writing at least five

working days prior to the date and time for receipt of proposals. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all vendors of record.

**Corrections**

Erasures or other changes in the proposal must be explained or noted over the signature of the vendor.

**Modifications**

A vendor may correct, modify, or withdraw a proposal by sealed, written notice clearly marked as a correction, modification, or withdrawal and received at the City of Lawrence Office of Economic Development prior to the time and date set for the proposal deadline.

## ***Section 7***

### **EVALUATION PROCESS**

The evaluation phase of the competitive process shall begin upon opening of sealed proposals and continue until a contract has been awarded or the procurement has been cancelled. Proposers shall not lobby those involved with evaluating the proposals during the evaluation process. Attempts by a Proposer to influence those involved with evaluating the proposals may result in disqualification of the Proposer.

#### **Technical Proposal Evaluation**

An evaluation of the proposal's completeness and responsiveness to this RFP, along with reference checks and qualifications assessment will be initially performed for the proposals received. Assuming the basic requirements are met, the proposal will be evaluated based on the extent to which the proposal meets the City's goals and requirements. The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the Proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

##### **a. Proposed statement of work.**

Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the project staffing. The evaluation will assess:

- Soundness of approach
- Innovation
- Technical feasibility

Highly Advantageous: The Proposer's statement of work is thorough, comprehensive, detailed and specific in regard to the issues involved in the RFP. The Proposer has described and substantiated their ability to directly manage and administer on-street parking for the City. The Proposer demonstrates clear understanding of virtually all issues involved with all aspects of parking system management and appropriately addresses all of the objectives as stated in this RFP.

Advantageous: The Proposer's statement of work is thorough. The Proposer has described a credible approach to management of on-street and off-street parking for the City. The Proposer demonstrates understanding of many issues involved with parking system management and appropriately addresses many of the objectives as stated in this RFP.

Not Advantageous: The Proposer's statement of work is inadequate or deficient. The Proposer's approach to management of on-street and off-street parking does not meet some of the objectives stated in this RFP. The Proposer's understanding of the issues involved with management of the City parking system is not sufficient.

Unacceptable: The proposal does not satisfy the criteria. The Proposer's statement of work is severely inadequate or deficient. The Proposer's approach to management of on-street and off-street parking does not meet many of the objectives stated in this RFP. The Proposer's

understanding of the issues involved with management of the City parking system is marginal or insufficient.

**b. Staffing plan and methodology:**

Highly Advantageous: The proposed staffing plan provides a detailed and logical scheme for addressing the scope and objectives as stated in this RFP. The Proposer has committed and identified a group of extremely experienced personnel of sufficient number and quality to assure the City that the staff is capable of effectively operating all facets of the parking operations. Proposer is committed to partnering with the City of Lawrence in recruiting efforts to hire local Lawrence residents. The Proposer seeks the assistance of the City's Program Manager in the interview and selection process.

Advantageous: The proposed staffing plan provides a credible scheme that addresses the scope and objectives as stated in this RFP. The Proposer has committed and identified a group of highly experienced personnel of sufficient number and quality to assure the City the staff is capable of operating all facets of the parking operations. The proposed personnel provide a high level of assurance of improvements in public responsiveness and customer service, along with generation of operational efficiencies and increased revenue. Proposer is committed to partnering with the City of Lawrence in recruiting efforts to hire local Lawrence residents.

Not Advantageous: The proposed staffing plan is not sufficiently detailed and/or does not sufficiently address the scope and objectives as stated in this RFP. The Proposer has committed and identified a group of marginally experienced personnel or has not committed and identified personnel of sufficient number and quality to assure the City the staff is capable of operating all facets of the parking operations. The proposed personnel provide a marginal level of assurance of improvements in public responsiveness and customer service, along with generation of operational efficiencies and increased revenue. Proposer identifies no strategies to hire local residents.

Unacceptable: The proposed staffing plan does not satisfy the criteria. The Proposer has not committed and identified experienced personnel or has not committed and identified personnel of sufficient number and quality to assure the City the staff is capable of operating the parking operations at the current level. The proposed personnel provide an insufficient level of assurance of improvements in public responsiveness and customer service or generation of operational efficiencies and increased revenue. Proposer identifies no strategies to hire local residents.

**c. Experience and reference checks.**

Highly Advantageous: Proposer has considerably more than 5 years experience in the scope of work as detailed in this RFP. Proposer is operating, or has operated with in the past 5 years, multiple parking systems of more than 1,500 on-street parking spaces, including enforcement and collection responsibilities. All or virtually all references contacted indicated that Proposer's projects provided a high level of service and met or exceeded all aspects of the contracted scope of service.

Advantageous: Proposer has at least 5 years of significant experience in all facets of the scope of work as detailed within this RFP. Proposer is operating, or has operated with in the past 5 years, at least one parking system of more than 1,000 on-street parking spaces, including enforcement and collection responsibilities. The majority of the Proposer's references contacted indicated that the service was good based on the scope of the project.

Not Advantageous: Proposer has less than 5 years experience in facets of the scope of work as detailed within the RFP. Proposer is operating, or has operated with in the past 5 years, less than 500 on-street parking spaces. Proposer has some experience with enforcement and collection responsibilities. Some or most of the Proposer's references contacted indicated that the services were inadequate or deficient.

Unacceptable: The proposal does not satisfy the criteria and the Proposer's experience level and reference checks were inadequate or deficient.

**d. Overall Quality of Proposal.** Emphasis will be on the clarity of the proposal and the Proposer's understanding of the goals the City is seeking to achieve.

Highly Advantageous: The Proposer's response is thorough, comprehensive, detailed and specific. It clearly demonstrates the Proposer's understanding of the issues. The proposal provides detailed examples of the Proposer's comparable project experience. The overall content of the proposal provides the maximum assurance to the City that the Proposer possesses the knowledge, skills, expertise and resources to effectively supply the services and equipment needed to fulfill the terms of the contract. The proposal also shows the capability to implementing enhancements and improvements to the system on an on-going basis.

Advantageous The Proposer's response is, for the most part, thorough, comprehensive, and detailed. The response addresses the issues in operating the parking system and cited some examples of past performance and project experience. The overall content of the proposal provides a high level of assurance to the City that the Proposer possesses the knowledge, skills, expertise and resources to supply the services and equipment needed to fulfill the terms of the contract. The proposal also shows willingness to implement enhancements and improvements to the system.

Not Advantageous: The Proposer's response is incomplete in addressing certain areas of the scope of work. The response does not clearly demonstrate an understanding of the scope of work. The overall content of the proposal provides a marginal level of assurance to the City that the Proposer possesses the knowledge, skills, expertise and resources to supply the services and equipment needed to fulfill the terms of the contract.

Unacceptable: The Proposer's response is deficient in addressing the scope of work. The response does not demonstrate the Proposer's understanding of the issues. The overall content of the proposal fails to provide a marginal level of assurance to the City that the Proposer possesses the knowledge, skills, expertise and resources to supply the services and equipment needed to fulfill the terms of the contract.

**Selection Process**

Submitted proposals will be evaluated by a committee. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process. Invitations for interviews may involve a short-listing of the proposals received.

## Section 8

### Terms and Conditions

#### 1. Proposal Rules

This proposal is solicited to the General Public and a Contract will be awarded pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws and subject to local approval.

#### 2. Reviewing Period

All proposals meeting proposal requirements and conditions may be held by the City of Lawrence for a period not to exceed Sixty (60) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of vendors, prior to the awarding of the contract.

#### 3. Compliance with Applicable Laws

The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.

#### 4. Ability and Experience

The City of Lawrence will not award a contract to any vendor who cannot furnish satisfactory evidence of his ability and experience.

The City of Lawrence may make such investigations as it deems necessary to determine the above and a vendor shall furnish information requested in this regard and shall furnish it under oath if required.

#### 5. Certification of Non-Collusion and Tax Attestation Form

**All vendors must sign the attached form (Schedule “d”), which incorporates an attestation clause regarding Massachusetts State tax returns and a certificate of non-collusion. These signed forms must be submitted with the non-price proposal package. Failure to sign and submit the form is cause for that proposal to be rejected.**

#### 6. Conflict of Interest

The vendor agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. The vendor covenants that it presently has no interest and shall not require any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement.

No employee of the City of Lawrence who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his personal interest or the interest of

any corporation, partnership, or association in which he is directly or indirectly interested or have any financial interest, direct or indirect in this agreement or the proceeds thereof.

**7. Contract for Services to be further discussed by Patrick with Lenny & Mayor.**

The contract for services will be negotiated by the chosen Proposer and the City of Lawrence for no less than five (5) years and no more than seven (7) years. Renewal option is at the discretion of the City, with applicable laws. The contract shall be subject to approval by the Lawrence City Council and State-appointed fiscal overseer.

The City expresses no specific preference in the length of the agreement. However, the City places significant evaluation weight on its assessment of the benefit of the proposer's financial arrangement to the City for a five (5)-year, six (6), or seven (7) year agreement. This assessment will include its determination of which offer presents the best value to the City, any financial and operational risk posed by the Contractor or its proposed operational approach, and other factors (at the City's sole discretion).

**8. Waiver**

The City of Lawrence reserves the right to reject any and all proposals, or to waive any informality in the proposal process, if deemed in the City's best interest.

**9. Prospective Provider's Qualifications**

The prospective provider replying to the RFP shall be or represent a firm, company or corporation possessing experience and expertise in providing parking management services and the professional standards thereof, to undertake and successfully complete the Scope of Services as outlined in this RFP.

**10. Prevailing Wages**

*Attached copies of Prevailing Wage Rates and the Statement of Compliance from the Massachusetts Department of Labor and Industries must be reviewed and complied with. If none are attached, the rates are available at the Office of Economic Development, Office of Mayor William Lantigua, 200 Common Street, Third Floor, Lawrence, MA 01840.*

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**11. The City of Lawrence will waive all Permit Fees under its jurisdiction.**

**Failure to comply with the above conditions and requirements or any attached specifications or any other minimum qualifications will be justification to reject any proposal as incomplete.**

## ***Section 9***

### ***Payment for Services***

The City envisions entering into a lease agreement of no less than five (5) and no more than seven (7)-years, with a selected Contractor for the full scope of services described in this RFP.

The City further envisions that, in return for the right for the Contractor to retain all monies collected in the form of meter revenues, citation revenues, and revenues from any delinquent citation collections efforts (i.e., secondary collection services, towing, etc.), that the City will be paid by the contractor by one or a combination of the following methods: The City is seeking cost proposals based on the following methods:

- An up-front payment to the City payable in a cash-equivalent form upon contract execution;
- A guaranteed annual or monthly payment to the City; and/or
- A fixed share of program net revenues payable to the City.

The City expresses no specific preference for the form of the payment. However, the City places significant evaluation weight on its assessment of the benefit of the Proposer's financial arrangement to the City. This assessment will include its determination of which offer presents the best value to the City, any financial and operational risk posed by the Contractor or its proposed operational approach, and other factors (at the City's sole discretion).

*Section 10*

***CERTIFICATION REGARDING DISBARRED AND SUSPENDED  
PARTIES***

In accordance with State and Federal regulations, I \_\_\_\_\_,  
hereby certify that we are not disbarred, suspended or otherwise excluded from receiving funds  
or bidding on any project by any State or Federal agency.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***Section 11***

***Certificate of Non-Collusion***

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

\_\_\_\_\_  
Signature of person submitting contract/bid

Date

\_\_\_\_\_

\_\_\_\_\_  
Name of Business

*Section 12*

*Certificate of Tax Compliance*

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.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

\_\_\_\_\_  
Corporate Officer  
(if applicable)

**Section 13**

**Clerk Certificate  
Authorization to Sign Contract**

At a duly authorized meeting of the Board of Trustees/Directors of the

\_\_\_\_\_ held on  
*Name of Organization*

\_\_\_\_\_ at which all the Trustees/Directors were present and waived  
*Date*

notice, it was VOTED, that \_\_\_\_\_,  
*Name* *Officer*

of this organization, is authorized to execute contract in the name and behalf of said organization,

and affix its corporate seal thereto; and such execution of any contract or obligation in this organization's name on its behalf by such \_\_\_\_\_ under the  
*Officer*

seal of the organization shall be valid and binding upon this organization.

I hereby certify that I am the clerk of the \_\_\_\_\_  
*Name of Organization*

and that \_\_\_\_\_ is the duly elected \_\_\_\_\_  
*Type name* *Officer*

of said organization, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

**Corporate Seal Here:  
(if no seal, print "none")**

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

\_\_\_\_\_  
*Type name*

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

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

*Section 14*

**CITY OF LAWRENCE  
STANDARD CONTRACT**

This AGREEMENT made as of \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as “the Contractor”, and the **CITY OF LAWRENCE, MASSACHUSETTS**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as “the City.”

WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to render certain services hereafter described,

NOW THEREFORE, the parties hereto do mutually agree as follows;

**\*\*GENERAL PROVISIONS\*\***

1. Employment of Contractor. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth.
2. Scope of Services. The Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined reasonable and fairly by the City, the tasks described within Schedule A, Scope of Services, attached hereto and made a part hereof.

The City shall have a reasonable opportunity to inspect all services performed by and work product of the Contractor and accept or reject such service or work product.

3. Directives Within Scope of Services. The above tasks and items are not intended to be all inclusive. The City may add to or delete any items, provided that any added items are of a similar nature, and provided that the total cost of such work does not exceed the total cost as specified in Paragraph 8 hereof. The Contractor shall undertake such work only upon the direction of the City. All directives and changes thereof in conformance with this Agreement shall be in written form, prepared and signed by the City and accepted and countersigned by the Contractor or his authorized representatives. Any added tasks or items which are not agreed to be within the Scope of Services by both the City and the Contractor, or which will incur costs beyond the total cost specified in Paragraph 8, shall be handled in accordance with Paragraph 13 hereof.

4. Data to be furnished to Contractor. All information, data and reports as are existing, available, and necessary for the carrying out of work, shall be furnished to the Contractor upon request without charge by the City, and the City shall cooperate with the Contractor in the carrying out of the Scope of Services.
5. Personnel. (a) The Contractor represents that he has, or will secure at his own expense, all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. (b) All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services. (c) None of the work or services covered by the Agreement shall be subcontracted without the prior written approval of the City.
6. Waiver of Workmen's Compensation and Unemployment Compensation Benefits. It is agreed that the Contractor and Contractor's employees, agents, servants or other persons for whose conduct the contractor is responsible shall not be deemed to be employees of the city and shall not file any claim nor bring any action for any workmen's compensation or unemployment benefits and compensation for which they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement.
  - 6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the city. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.
7. Duration. The services of the Contractor are to commence as of the date first written above and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. All of the services required pursuant to Schedule A, Scope of Services, herein shall be completed pursuant to Schedule C, Work Program and Schedule. Any changes in performance dates shall be handled in accordance with paragraph 13, herein. Additional services may be requested at the option of the City, which shall be completed by such date as may be established by the City at the time of authorization subject to mutual agreement of the parties thereto.
  - 7.1 It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

8. Compensation. The City agrees to pay the contractor the compensation specified in Schedule B, Compensation and Method of Payment, which is attached hereto and made a part hereof, for the above services which shall constitute complete compensation for all services rendered and for such reimbursable expenses as authorized per paragraph 9, Reimbursable Expenses. Appropriate sums will be paid, subject to receipt of a detailed requisition for payment from the Contractor specifying that he has performed the work and incurred authorized reimbursable costs under this Agreement in conformance with the Agreement, and that he is entitled to receive the amount requisitioned under the terms of the Agreement and approval of said requisition by the City department responsible for payment of this Contract.
  - 8.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing service, labor and expenses for which compensation is due and requesting payment for services rendered by the Contractor during the period covered by the invoice.
  - 8.2 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities.
9. Reimbursable Expenses. The City agrees to reimburse the Contractor only for those direct costs incurred by the Contractor pursuant to the performance of work under this Agreement as set forth and authorized within Schedule B, Compensation and Method of Payment, herein. As the City is exempt from sales tax, sales tax charges are not reimbursable by the City.
  - 9.1 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses.
10. Termination of Agreement for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely manner all obligations under this Agreement, or in the Contractor shall violate any or all of the provisions of this Agreement, the City shall thereupon have the right to terminate this agreement by written notice to the Contractor of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall also include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver of any property, assignment for the benefit of creditors, or commencement of any proceeding under any bankruptcy or insolvency laws by or against the Contractor. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on

such documents and other material.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

11. Termination for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 11 above shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed actually bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
12. Changes. The City may from time to time require changes in the Scope of Service of the contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation or any change in the work schedule, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.
13. 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 or shall provide services which are not 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 or nonperformance of services with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor.
  - 13.1 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.
  - 13.2 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 with the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the official in writing of such cause within fourteen (14) days after its occurrence.

14. Incorporation of Non-Discrimination Laws and Requisitions. It is understood and agreed that if this Agreement is funded in whole or in part by Federal money, that the Contractor is expected, and hereby agrees, to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of such a nature.
15. Interest of Members of the City. No officer, member, or employee of the City and no members of its governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. The Contractor's attention is specifically called to the Conflict of Interest Law, M.G.L. c. 268A.
16. Interest of Contractor. The Contractor covenants that he has neither presently nor during the period of this Agreement shall have any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. Conflicts of interest include, but are not limited to: (a) family relationships with officials of the City, (b) instances where the Contractor during the period covered by the Agreement was connected as an officer or employee of the City, (c) instances where the Contractor has an interest in the Community Development Department or any parcels of land therein, covered by the work to be performed under this Agreement.
17. Assignability. The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto.
18. Findings Confidential. Any reports, information, data, etc. given to or prepared or assembled by the contractor under this Agreement which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
19. Officials Not to Benefit. (Applicable to Contracts Pertaining to Community Development Department) No Members or Delegates to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.
20. Identification of Documents. (Applicable to Contracts Pertaining to Community Development Department) All reports, maps, and other documents completed under this Agreement other than documents exclusively for internal use within the City, shall carry the following notation on the front cover or title page,

(or in the case of maps, in the title block):

“The preparation of this (report, map, document, etc.) was financially aided through the Department of Planning and Community Development of the City of Lawrence.”

21. Publication, Reproduction and Use of Material. (a) Material produced in whole or in part under this Agreement shall not be subject to Copy right, except by the City, in the United States or in any other country. The City or its duly authorized representatives have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. (b) The Contractor hereby agrees to provide to the City copies of the draft of the report, and associated material, in sufficient number, as may be requested by the City for review and/or working purposes. (c ) The Contractor hereby agrees to provide copies of the final report as indicated in Schedule A, Scope of Services.
22. Commission Prohibited. The Contractor warrants that he has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the City the right to terminate this Agreement, or, in its discretion, to deduct from the Contractor’s fee the amount of such commission, percentage brokerage, or contingent fee.
23. This Contract is made subject to all laws of the Commonwealth of Massachusetts.
24. The Contractor shall provide, all its sole expense, all necessary licenses, permits of other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.
25. The Contractor shall where applicable take out and maintain during the term of this agreement such Workmen’s Compensation Insurance as may be reasonably necessary to protect the Contractor from claim under General Laws c. 152 (the Workmen’s Compensation Law).
26. The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, religious creed, national origin or age. The contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.
27. The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said

ordinances, regulations or laws, and shall protect and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Contractor, his agents or employees.

28. Audit and Inspection. (a) At any time during normal business hours, and as often as the City, HUD/or representatives of the Comptroller General of the United States may deem it necessary, there shall be made available to audit, examine and make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records or personnel conditions of employment and other data relating to all matters covered by the Contract. (b) For a period of three years after final payment under this Agreement, the Contractor shall make its work papers, records and other evidence of audit available to the City or its duly authorized representatives.
29. The Contractor shall furnish such information, estimate or vouchers relating to the services or to documentation of labor or expenses as may be requested by the Official.
30. The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.
31. The Contractor shall bear all loss resulting from any cause before performance of service if the service or work product fails to conform to specifications.
32. The Contractor shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Contractor, its agents or employees in any way connected with performance under this Contract.
33. This Contract is subject to the availability of an appropriation therefor.
- 33.1 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c.44, s. 53A.
- 33.2 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.
34. Any waiver, expressed or implied, by the City or the Official of any rights, terms or conditions of this Contract shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of waiver.

35. Attachments. Attached hereto are the following schedules which are incorporated into this Agreement and made a part hereof:

Schedule A - Scope of Services

Schedule B - Compensation and Method of Payment

Schedule C - Work Program and Schedule

Schedule D - Attestation Pursuant to M.G.L. c.62c, sec.49A

Schedule E - Certificate of Authority

**SCHEDULE A**  
**SCOPE OF SERVICES**

## **SCHEDULE B**

### **COMPENSATION AND METHOD OF PAYMENT**

All invoices are to be submitted in duplicate to the City of Lawrence, 200 Common Street, Lawrence, MA 01840, Attention: Accounts Payable. Only invoices referencing a valid purchase order, authorized by the City of Lawrence's Purchasing Agent and Comptroller, will be processed for payment.

All invoices submitted, in the manner stated above, will be processed and forwarded, to the City Auditor's Office, for payment, within sixty (60) days, provided the materials, supplies and/or services have been delivered, and/or rendered as directed, and accepted by the City of Lawrence.

The amount of this contract shall not exceed \$

**SCHEDULE C**  
**DELIVERABLES AND SCHEDULE**

**SCHEDULE D**

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS,  
EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
\*Signature of Individual  
or Corporate Name (Mandatory)

\_\_\_\_\_  
\*\*Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if Applicable)

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

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment of obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C. 62C, S. 49A.

**\*\*SIGNATORIES\*\***

IN WITNESS WHEREOF the parties hereto have executed this Agreement in sextuplicate as of the day first written above in the City of Lawrence, Essex County, Massachusetts.

CONTRACTOR

CITY OF LAWRENCE

By \_\_\_\_\_  
Date

Reviewed and Authorized by:

By \_\_\_\_\_  
Department Head Date

I hereby certify this contract complies with the provisions of M.G.L. Chapter 30B:

By \_\_\_\_\_  
Procurement Officer Date

By \_\_\_\_\_  
Mayor Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney Date

I hereby certify that an appropriation is available for and encumbered against this contract in the amount of:  
\$  
Fund  
Account

By \_\_\_\_\_  
Comptroller Date