



Request For Proposals
For
Parking Meter System/Parking Management
Program
In The
City of Medford

A prebid conference is scheduled for Wednesday, Sept. 28, 2011, Room 207, Medford City Hall.

**Due Date for Proposals: October 14, 2011 at 11:00 AM
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Chief Procurement Officer
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Medford, MA 02155**

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REQUEST FOR PROPOSALS

Parking Multi-space Meters/Parking Management Program

Introduction

The City of Medford, Massachusetts is soliciting proposals [hereinafter referred to as "Proposal"] from interested and qualified firms, vendors and/or contractors [hereinafter referred to as "Proposers"¹] for a multi-year Parking Management Program [hereinafter referred to as the "Program"]. The City intends to procure services necessary to operate and maintain the Program. These services may include parking management services, multi-space meter installation, infrastructure management, parking enforcement, provision of equipment, cash collections, and delinquent collections. The City of Medford is willing to have these services, all or part of them, phased in over time.

With the exception of ticketing and enforcement action, much of the public parking in Medford is currently free. The City does offer business permits to individuals and resident permit parking on selected streets for a fee.

The City of Medford is interested in implementing the Program as a paid on-street and off-street parking system to manage demand more efficiently. This is referred to in SECTION ONE, PARKING METER SYSTEM, herein. It is also considering a privatized parking enforcement program. The City's intention is to initiate the parking management system in the vicinity of Medford Square and then expand it to the four other commercial districts in Medford. This is referred to in SECTION TWO, PARKING MANAGEMENT AND ENFORCEMENT, herein.

In regard to the Medford Square area, preliminary projections show that these spaces total approximately 610 individual on and off-street spaces which may be collected through an estimated 65 multi-space meters. This may increase with the construction of a new garage [to be located between Governor's Avenue and Bradley Road] to approximately 730 total spaces.

The Program proposes to expand to other commercial districts within the city². The Proposal submitted by each Proposer is expected to include provisions to furnish, install, maintain, administer, operate, and possibly enforce a fully functioning on-street and off-street multi-space meter and permit parking system for these areas. In addition the Proposal submitted by each "Proposer" must include an estimate of any cost savings and/or revenue enhancements that might be obtained through such outsourcing. The services that may be outsourced are defined in this RFP, and include one or more of the following items, but are not limited to:

- Oversight of installation-related construction and commissioning/debugging of wireless compatible multi-space meter hardware and software

¹ As used in this Request For Proposals the word Proposer or Proposer shall be used to indicate any responder, vendor, contractor or any person or entity who responds to this RFP or with whom the City enters into an Agreement pursuant to this RFP.

² The number of parking spaces in each of these other commercial districts are set forth in pages numbered "Page 3 of 6", "Page 4 of 6" and "Page 5 of 6" of the Parking Advisory Committee Report to Mayor Michael J. McGlynn, dated September 30, 2009, a copy of which is attached hereto as part of Appendix B.

- On-going multi-space meter maintenance and associated sign maintenance
- Operation and maintenance of parking management equipment for the planned garage
- Provision and distribution of parking permits and/or in-car meters
- Automated license plate recognition handheld hardware and software
- Sign design and location, and sign installation and maintenance
- Outreach efforts, including ambassadors, variable message signing, and printed materials
- Coin, bill, credit, debit, and smart card payment collection
- Enforcement of parking violations
- Monthly permit parking system with online purchase capabilities
- Report of performance, overall and per street segment, quarterly

The purpose of this RFP is to procure the services necessary to install, manage, and operate a paid parking system from a qualified bidder. The City anticipates negotiating contracts for services with one firm, a team of firms, or multiple separate firms if all services cannot be provided by a single firm or team of firms. The City's goal is to ensure the most efficient delivery of services.

All Proposers must respond to all elements of this Request for Proposals with the exception of enforcement services, which may be responded to as part of a proposal, entirely stand-alone, or not at all. The City prefers to work with one firm or team for all services, but it may elect to award contracts to multiple Proposers dividing the services among the respondents based on the criteria provided in this Request. The City may also award only select tasks to a single Proposer. Further, the City reserves the right to make no award from this Request for Proposals, if it is in the best interest of the City to do so.

Background

In 2010, the City of Medford conducted a parking inventory and occupancy study as part of a preliminary feasibility study for a new parking garage to replace the demolished Governors Avenue garage, which is currently surface parking. The study evaluated the parking situation throughout the Medford Square area with a special emphasis on on-street and off-street parking around High Street and its intersections with Governors Avenue, Bradlee Road, and Main Street. The feasibility study can be found on the City of Medford website at www.medford.org.

Findings from the parking study indicate that both on- and off-street parking in the area west of the High Street & Main Street intersection ("West Square") is currently well utilized (over 75% occupied at peak) while the large lots and on-street spaces east of the intersection ("East Square") just barely surpass 50%. Based upon these results and a desire to make better use of the parking in the Medford Square area, the City of Medford has decided to initiate a system of paid on- and off-street parking and seeks proposals to implement such a system in the area surrounding Medford Square.

The City of Medford anticipates implementation of an estimated 45 to 50 multi-space meters for on-street facilities and another estimated 15 to 20 multi-space meters to serve the parking lots and the planned garage. These numbers were chosen to provide a ratio of approximately 1 multi-space meter per 7 on-street parking spaces, roughly 2 to 3 multi-space meters per lot, and as many as 2 multi-space meters per garage deck if such technology is selected for the garage.

It is felt that this amount of multi-space meters can handle the anticipated usage comfortable for parkers but is open to review and suggestion per the RFP.

When the system is in place, the initial on-street, garage, and lot fees in the west of the square are anticipated to be between \$0.50 and \$1.00 per hour, depending on location, while many of the streets and lots in the east of the square will be somewhat lower (see Figure 1). This program is envisioned with the goal of ensuring availability of short-term parking for visitors and retail, encouraging long-term parking for employees and others off-street in the underutilized lots and garage, and creating balance in the Medford Square parking system.

This summary is provided for descriptive purposes only. Proposers are solely responsible for obtaining any and all background information and data that it deems to be pertinent to prepare the response to this RFP.

Projected Timeline

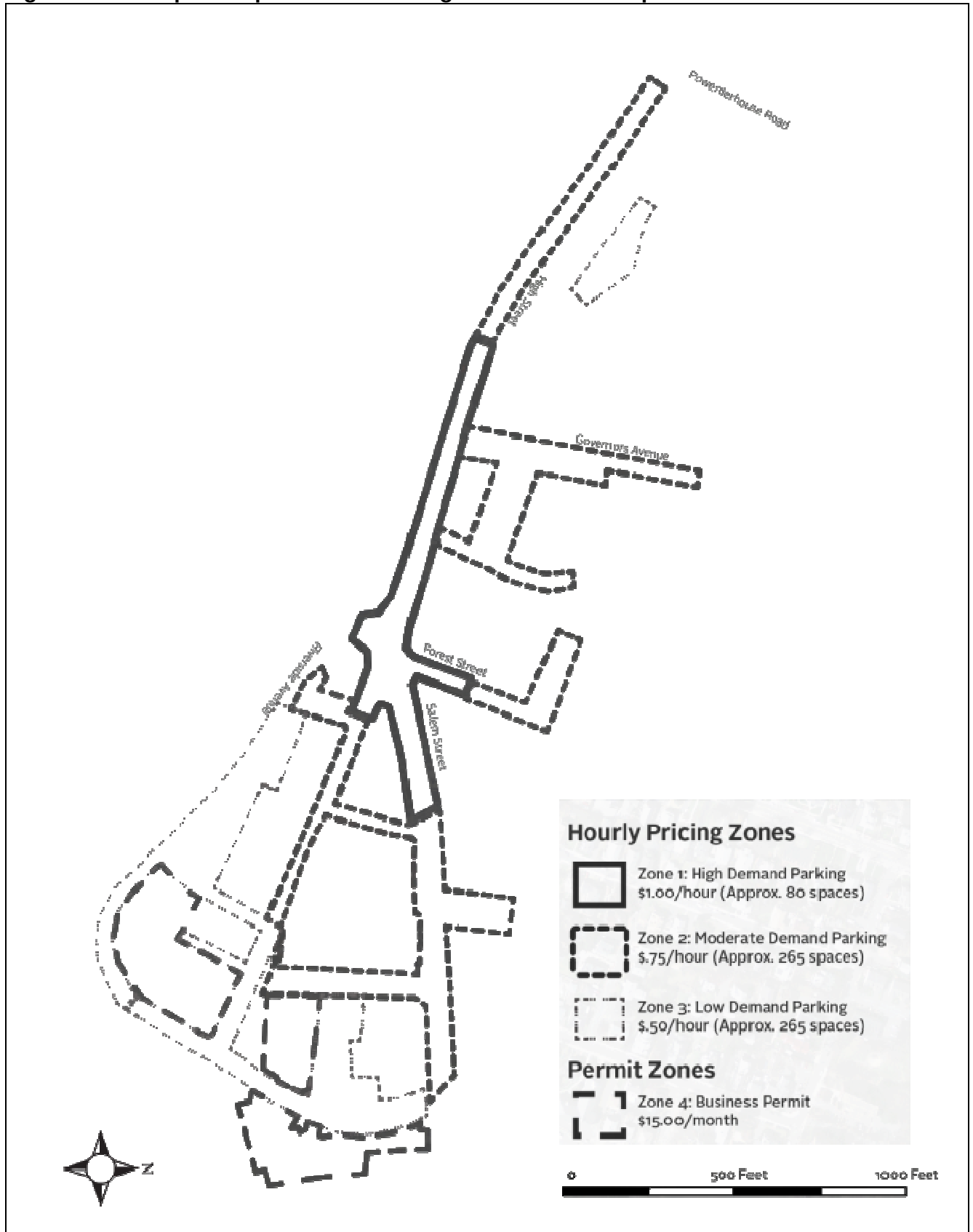
The City has a goal of having the system installed and operating in the spring of 2012. There is no set timeframe for the expansion of the Program from the Medford Square Area to include the four additional business districts in Medford. The successful Proposer should be able to discuss the relative merits of a quicker or slower approach to expansion. An approach that includes separate phases for individual elements (e.g. installation & management by zones, expanding enforcement, overlaying customer features, etc.) will also be considered.

Scope of Services

The City of Medford by way of this Request For Proposals [hereinafter referred to as "RFP"] is seeking Proposals from qualified Proposers with demonstrated experience in providing and installing multi-space parking meter systems and managing parking systems.

To that end, the City is looking for a qualified Proposer(s) to provide a "pay-by-space," "single space," and/or "multi-space meter" system [hereinafter referred to as "parking meters" or "parking meter system"] as well as a monthly permit system, potentially using in-car meter technology. In addition, the City is open to receiving and invites proposals that describe approaches to the provision and management of the multi-space meters, including the management, enforcement & ownership of the system and the length of contract, and ultimately anticipates entering into an agreement [hereinafter referred to as the "Agreement"] with the selected Proposer. It is the intent that the proposed parking meter system will result in the improving customer convenience by offering multiple ways to pay, providing enhanced security and reliability, and offering the ability to pay at multiple locations. The system must be vandal resistant, with a wireless communication system integrated with the enforcement and citation system, capable of transmitting real-time meter status and transaction data, as well as having variable pricing capabilities.

Figure 1: Map of Proposed Paid Parking Area – Medford Square



SECTION ONE

PARKING METER SYSTEM

Parking Meter Requirements

As part of the winning RFP, the Proposal of the selected Proposer shall supply, deliver, and install a parking meter system (hardware and software) that is monitored by and has rates adjusted by the City of Medford or a party authorized by the City of Medford from a remote location.

All Proposals shall include installation drawings and specifications. The Proposer shall install the parking meter system in on-street and off-street parking areas. The installation will include, but not necessarily be limited to, placing anchors in the sidewalk at on-street locations and in off-street locations in collaboration with the City. The Proposer will meet with the City to discuss exact locations – to insure compliance with the Americans with Disabilities Act (ADA) and Massachusetts Architectural Access Board (MAAB), when required to insure notification to “Dig Safe,” to apply for and acquire all necessary permits and approvals and to be compatible with existing plantings, etc.

The proposal shall describe the parking meters and how they will meet the following preferred parameters:

1. **On-street Spaces:** For on street spaces the ratio of spaces to “parking meters” is expected to be in the range of 7:1 to 10:1.
2. **Off-street Spaces:** For off street spaces the ratio of spaces to “parking meters” is expected to be in the range of 20:1.
3. **Housing:** Graffiti, vandal, and weather resistant.
4. **Coin Validator:** Vandal resistant and able to accept different user defined coins.
5. **Coin Canister:** Portable cash box system with built-in security components.
6. **Card Reader:** Able to accept debit and credit cards and ideally other multiple payment methods, including smartcards (contactless financial payment cards) and microprocessor cards.
7. **Power:** Solar power is preferred, but it should also be able to include other non-hard-wired power supply options, including battery. The Proposal should clarify purchase price and running cost difference between the various power options.
8. **Display:** Description of display including size, color, character and language capabilities.
9. **Interface:** The interface should be designed to be flexible based on location and should provide information such that in off-street locations the user interface should be optimized for users. In other words, the fastest (default) option should be to pay for a full

day, with further menu options offering shorter term parking. In on-street locations, the interface should be optimized for short-term parking.

10. **Printer:** Printer capabilities including font and character and graphic capabilities, paper type and receipt design and programmability shall be described. When requested or required by the user, printed customer receipts shall show duration of stay, time of expiration, and the stall number, lot, garage, or street where parked.
11. **Wireless:** Wireless two-way communications capability to monitor status of multi-space meters and to be able to have seasonal and variable prices implemented by the City. Wireless system shall be integrated with hand-held citation equipment.
12. **Electronic Components:** Description of all electronic components and protective measures used to protect components from weather and vandalism.
13. **Spare parts:** Establish recommended supply and spare part plan.
14. **Memory:** Proposal shall describe memory type and function, including capacity and limitations.
15. **Color and Appearance:** Multi-space meters should be aesthetically pleasing and fit well with Medford's existing and proposed streetscapes, and be designed to also be consistent and adaptable to the additional business districts.
16. **Transactions:** Information related to online real time approval and settlement of debit and credit card transactions, in particular demonstrated transaction times in real-world usage. Ability to purchase time from any multi-space meter or by cell phone without the need to return to the vehicle or display a ticket should be demonstrated.
17. **Credit Card and Data Security:** Information on credit card transaction and data transfer security and protection measures should be demonstrated.
18. **ADA Compliance:** The parking payment system shall be ADA compliant.

Proposals for the parking meters shall include these service specifications:

1. **Back Office Software& Hardware:** Information on all software and hardware associated with back office operations and remote access should be included. The City shall own and be provided with a copy of the software and source code. The City prefers management software to support system operations that provides operational control to the City through a locally hosted PC, or web-based access with the ability to produce detailed revenue reports and real-time downloads of information via a secure wireless communication system. The performance information should be easily exportable to the City's system and the report formats should be customizable to the City's reporting needs.
2. **Electronic Data Files:** Describe the nature, content and file type of data files transmitted to and from the multi-space meter. In its Proposal the Proposers shall acknowledge that all data received, kept or compiled by the successful Proposer shall be and remain the property of the City of Medford and access to the data shall not be withheld or denied to the City.

3. **Alarms:** The alarm notifications should be real-time to permit a timely maintenance and collections response.
4. **Local Product Support:** Proposal shall establish local product support staff to select meter installation locations, train City staff or third party operator(s) on proper station maintenance and use, provide trouble-shooting assistance, and ensure the proper operation and maintenance of the parking meter equipment and operating system.
5. **Warranty:** Begins after City takes possession of the parking meters and shall include full coverage for machines or components for failure in service.
6. **Technical Support:** Provide for personnel availability, support, and troubleshooting services.
7. **Technical Manuals:** Provide operation manuals, including for management software.
8. **Performance Standards:** The City expects reasonable performance standards to apply to various elements of multi-space meter operation at an individual machine level. The City will negotiate performance standards with the successful respondent for inclusion in contract prior to contract award. The following is a suggestion of some performance elements the City might reasonably expect:
 - a. Data Accuracy;
 - b. User convenience and ease in understanding use;
 - c. Proposer accountability;
 - d. City's availability and access to data twenty-four hours a day, seven days per week and three hundred sixty five days a year;
 - e. Availability of local and technical support;
 - f. Reporting of parking meter to server communications;
 - g. Real time alarms sent to user via text message or other cross platform application - available twenty-four hours a day, seven days per week and three hundred sixty five days a year;
 - h. Statistical data and interpretation/analysis package;
 - i. Credit card transactions file data integrity;
 - j. Average credit card transaction time less than 10 seconds;
 - k. "Parking meter" reliability and customer payment flexibility;
 - l. Ability to integrate with citation and enforcement equipment;
 - m. Maintenance response time;
 - n. Ability to adjust parking rates on an as-needed basis, on any or all parking meters, either collectively, in sub-groups or individually.

Proposed Parking Garage Operations and Control Requirements

The City of Medford is planning to construct a parking garage that will fall under the Program which is the subject of this RFP. The design of the garage will be completed under a separate contract. The Proposer should anticipate that the parking garage will require at least five (5) and perhaps as many as ten (10) multi-space “parking meters.” The system proposed by the Proposer for the parking garage must be fully compatible and consistent with the overall system implemented as a result of any Agreement entered into pursuant to this RFP.

Parking Permits or In-Car Meter Requirements

The Proposer’s response should include costs to supply and administer a permit program for area residents and employees. Such program would include monthly and/or annual permits provided by sticker, hang-tag, or an electronic transponder-type device, or “in-car meter.” The Proposer should discuss the merits and costs of a recommended solution, including consideration of elements such as:

- a. Payment collection
- b. Vandalism
- c. Counterfeiting
- d. Ability to accommodate different fees by user group
- e. Ease of enforcement

Requirements for Handheld Enforcement Units

The parking management system should be tightly integrated with handheld enforcement units, such that parking control officers can easily perform their duties. All proposals should include a component for handheld enforcement units in conjunction with the “parking meters” regardless of whether enforcement will be undertaken by the Proposer or the City. The following is a suggestion of expected performance elements:

- 1. Negligible delay between the parking management system and handheld enforcement units.
- 2. Battery life over 10 hours in normal usage.
- 3. A screen that is easily readable in full sunlight – i.e. high contrast, no glare, large font size.
- 4. An operating system that emphasizes ease of use in performing everyday tasks, and hides advanced features by default (to be enabled when necessary).

The handheld enforcement units shall be an electronic ticket writing device capable of issuing 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. It shall also have the capacity to take photographs and to have photographic images be transmitted electronically to and interface with the City of Medford’s parking control system along with the violations to which the images pertain. The City of Medford’s parking control system in its present state shall be evaluated by the Proposer and upgraded or replaced by the Proposer as necessary.

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

SECTION TWO

PARKING MANAGEMENT AND ENFORCEMENT

Implementation and Operations

The management of the parking program will likely involve an Agreement which will include the following main functions, which may be phased by element and/or to include additional districts. All proposals should include a description which shall include but not be limited to the following:

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

- a. Management - The collections, maintenance, customer service, citations, and enforcement personnel (if determined) provided by the Proposer shall be supervised by a designated supervisor or manager during work hours. The supervisor or manager may engage in other activities for the Proposer, but must be immediately available at all times to support the enforcement officers, designated City representative(s), and/or other duties necessary to meet the scope of this Agreement. The Proposer shall identify an individual who is designated as the single point of contact to facilitate communication with the City. Similarly, the City will designate a representative(s) to function as the point of contact for Proposer's inquiries.
- b. Communication - All enforcement personnel (contract provided or city staff) 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 Proposer 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.
- c. Supplies - The Proposer is responsible for furnishing all supplies for all Services provided, including, but not limited to:
 - i. Furnishing paper stock for multi-space meter receipts.
 - ii. Furnishing materials for the multi-space meters and automated ticket issuance devices. Ticket stock must be able to withstand inclement weather conditions.
 - iii. Furnishing return-envelopes for the violator with all issued tickets.
 - iv. Furnishing parking location and regulation information sheets, brochures, etc. as needed.
 - v. Delinquent notice mailings - up to two mailings per violator.

- vi. Furnishing parking permits or in-car meters.
- d. Enforcement & collection actions are to be carried out in a uniform and fair manner. Enforcement officers, if provided by the Proposer, shall not directly or indirectly give any preferential treatment to any person or entity in the performance of enforcement duties.
- e. Coordination Meetings - The Proposer shall attend regularly scheduled coordination and/or reporting meetings as necessary with the City Program Manager.

2. PARKING INFRASTRUCTURE MANAGEMENT

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

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

If a Medford Square parking structure is constructed during this Agreement, the Proposer may be asked to install, maintain, and operate additional parking management equipment.

The Proposer shall be responsible for the provision and use of handheld 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 Proposer's responsibility to provide, operate, and maintain parking meter equipment throughout the term of the Agreement. The City will identify and approve metered spaces as defined in the Agreement. The Proposer shall purchase, install, and maintain multi-space parking meters within four (4) months of the contract start date. Multi-space meters shall provide for solar or recyclable batteries.

Existing Parking Equipment Assets at Start Date

On and with effect from the Start Date, the Proposer 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 Proposer will be responsible for installation and maintenance of signs and markings, including signs, poles, hardware and supplies.

- a. Standards for Parking Meters to be Acquired by Proposer for Use in Support of Services - The Proposer will be responsible for the service and repair of all multi-space parking meters. The Proposer 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 Proposer.

The Proposer 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. The Proposer 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) and the Massachusetts Architectural Access Board (MAAB).

The Proposer 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.

- b. Standards for Parking-Related Signage - Under this Agreement, the Proposer 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
 - Instructional signage, where necessary, identifying meter locations and payment instructions
 - Space marking signage (if necessary for Proposer's program)
 - Directional signage to remote parking and differently priced parking
 - Permit Parking signs

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

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

The Proposer will be responsible for the installation and maintenance of new parking signage. The Proposer 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 font and size standards published in the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

Proposer 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 Proposer 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 Proposer is responsible for the collection of monies from all meters. The Proposer 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.

The City reserves the right to close streets or sections of streets that contain multi-space meters, thereby impacting meter take, collections, and enforcement during single-day community events and celebrations.

4. PARKING ENFORCEMENT

All proposals should include a description and estimate with and without parking enforcement as part of the response. The City reserves the right to determine if parking enforcement will be completed by the Proposer or be retained as a function of city staff. It is expected that enforcement policy would be generally consistent regardless of provider. Thus, even though the descriptions below refer primarily to the enforcement requirements that a Proposer would be responsible for, they would generally also be applicable to the policy and operations that would be provided by City staff. Proposals should also assume that all equipment necessary to perform parking enforcement, regardless of provider, would be the responsibility of the Proposer. The Proposer shall propose enforcement which operates in general compliance with the City's existing Parking Enforcement Policy as set out below.

- a. Enforcement Hours Time/Day - Enforcement hours will be clearly displayed on the meters and/or applicable signage. The Proposer 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.
- b. Enforcement Areas - Enforcement of parking related codes will be citywide, based on locations of newly installed meters.
- c. Validation of Permit Holders - If the City of Medford continues to issue business parking permits, the Proposer will need to identify a system for validating such permit-holders. Potential methods could include providing rearview hang-tags for those who have a business parking permit or maintaining a database of license plate numbers for participating vehicles.
- d. Issuance of Parking Citations - The Proposer 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 Proposer.

The Proposer shall issue citations for violations of parking ordinances when and where appropriate. The Proposer 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 Medford.

The Proposer 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. It shall also have the capacity to take photographs and to have photographic images to be transmitted electronically to and interface with the City of Medford's parking control system along with the violations to which the images pertain. The City of Medford's parking control system in its present state shall be evaluated by the Proposer and upgraded or replaced by the Proposer as necessary.

The Proposer 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 1st day of the prior month for any citations adjudicated outside the parking management Proposer's system.

The Proposer will be responsible for collecting all revenue associated with issued citations.

The Proposer 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; and 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 and applicable laws.

- e. Types of Violations & Corresponding Fines - The Proposer shall enforce all parking related ordinances in regards to the parking meters. Parking Meters are governed under City Code, and any installation, pricing and policy would have to be implemented in conjunction with city codes.
- f. Parking Ticket Database - The Proposer 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 Proposer at the Start Date will continue to write tickets for parking related violations.

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

operations following a disruption. All citations issued by the City of Medford Police Department will be processed by the City unless otherwise determined.

- g. Towing – The Proposer will be required to contact the Medford Police Department to arrange for a vehicle to be towed when the vehicle is in violation of the Parking Rules and Regulations of the City of Medford.

The 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, and location to which the vehicle was towed.

- h. 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 Proposer and repaired or replaced within 48-hours. 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.

- i. Complaints - The line of contact for complaints received from citizens shall be as follows:

- (1) City Representative(s)
- (2) Proposer

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

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

- j. Nationwide DMV Processing - For parking violations issued to out-of-state vehicles, the Proposer 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.

- k. Ticket Payment - The Proposer shall be responsible for collecting fine revenue. The Proposer shall offer means of payment that include mail, phone, and online.

The City will provide a municipal location/window where citizens can appear to pay citations. The window will include provisions for standard electricity and internet access. The Proposer 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.

- I. Hearings - The City will continue to provide staff to conduct adjudication hearings in a municipal office location.
- m. Pre-enforcement Introductions - Shortly after the Start Date, the Proposer'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 Proposer'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 Medford City Council, Chamber of Commerce, and other community groups prior to start date.
- n. Vehicles: -Any vehicles required by the Proposer to conduct any operations outlined in this RFP must be provided by the Proposer to its employees in an amount to be determined by the Proposer.

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.

Liability Insurance- All vehicles must carry minimum liability coverage in accordance with applicable Massachusetts law. Collision and damage coverage shall be no less than \$1,000.00 per claim.

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 Proposer will provide all parking collections, enforcement, maintenance, and management vehicles as required. The Proposer 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 Proposer ensures adequate coverage is maintained and all state and local pedestrian and bicycle laws are adhered to.

- o. Personnel - If provided as part of the contract, the Proposer will be responsible for all aspects of recruitment and selection of parking enforcement personnel. The Proposer 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 Proposer, in partnership with the City of Medford, shall host no less than two (2) recruitment fairs within the City of Medford. Proposer, in partnership with

the City of Medford, shall also commit to recruiting efforts through the local media, including, but not limited to, print, radio and internet advertisements.

The Proposer shall not use discriminatory hiring practices in regard to national origin or ancestry, age, gender, genetics, military personnel, race or color, religion, sex, sexual orientation and disability. Proposer must adhere to all existing City non-discrimination policies.

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

Proposer 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 Proposer agrees that criminal record information checks [commonly known as "CORI" checks] will be conducted on all of its employees, sub-contractors or laborers who will be performing work under its agreement with the City. The process of performing the CORI checks will be coordinated with the City of Medford Police Department.

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

p. 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.

r. Training

Proposer's Responsibilities - The Proposer will be responsible for complete training of parking enforcement personnel. Proposer 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 Proposer. All other training material is to be provided by the Proposer.

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.

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

q. Routes

Approval of Routes - The Proposer 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 Proposer will alternate the Enforcement Officers' patrol routes on a regular basis to eliminate predictability.

5. CITATION PROCESSING

The Proposer will provide automated ticket issuance devices. If applicable under the contract, the Proposer shall provide each business day an electronic file of all citations contested since the previous electronic file in a format agreed-upon with the City Representative(s).

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

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

6. POST FILING

Collections/Delinquent Account Management

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

The Proposer 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 Proposer and will be no longer assigned to the City.

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

After a twenty-one (21) day period in which there has been no response on a parking case, the Proposer shall send notice to the defendant indicating they have ten (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 Proposer 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 Proposer.

At the end of ten (10) days, the Proposer 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 Proposer 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 Proposer 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 Proposer shall keep all records as listed above for at least five (5) years following the original date of issuance, or deliver the records to the City. Proposer shall keep the records in an orderly manner to assure easy access and reference to the records. The Proposer 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 Proposer'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 Proposer'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 Proposer 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 15th of the following month.

Transition Out

On termination of the Agreement:

1. Proposer 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 Proposer to cease the Services within a shorter period ("Transition Out Period"). Proposer will be entitled to all rights (including as to remuneration) and all obligations as applied during the Term, except that Proposer will no longer be entitled to be the sole and exclusive provider of the Services to City.
2. The Parties will co-operate in good faith in relation to handing over the performance of the Services to City or a Proposer 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 Proposer 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.
3. Proposer 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 Proposer 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 Proposer) 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 Proposer pursuant to this Agreement and which are the property of Proposer.
4. Proposer will, if requested by City, enter into a new agreement to maintain the parking meters which were manufactured by Proposer and transferred to City. The agreement and the maintenance fees will be consistent with Proposer's then prevailing standard maintenance agreement and fees for maintenance of comparable parking meters in North America.
5. To the extent, if any, that City requests Proposer to perform, and Proposer 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 Proposer, Proposer 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).

City's Retention of Rights

1. CITY'S RETENTION OF 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 setting 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, 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.
5. Revising or implementing parking restrictions on a temporary or permanent basis without having to pay any compensation, damages or any type of remuneration, monetary or otherwise, to the Proposer or its agents, employees or subcontractors

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

2. CITY'S COMMITMENTS TO PROPOSER

The City will:

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

SECTION THREE

PROCUREMENT AND EVALUATION PROCESS

Procurement Process

Format and Anticipated Schedule

All questions and communications about this RFP and submission requirements must be directed in writing to and be received by Catherine D'Orazio, Chief Procurement Officer at 85 George B. Hassett Drive, Room 105, Medford, MA 02155 fax number (781)391-2078..

On or after September 6, 2011, a copy of the RFP may be obtained from the Procurement Office, Medford City Hall, 85 George P. Hassett Drive, Medford, MA 02155 or by calling the office at (781) 393-2465. City Hall is open on Monday, Tuesday and Thursday from 8:30 a.m. to 4:30 p.m.; on Wednesday from 8:30 a.m. to 7:30 p.m. and on Friday from 8:30 a.m. to 12:30 p.m.

All proposals shall be submitted to the City, as and where set forth above, on or before the proposal deadline. Proposals and unsolicited amendments to proposals received by the City after the proposal deadline will not be considered, and requests for extensions of time will not be granted. Proposers who mail proposals should allow sufficient time for receipt by the City by the proposal deadline. Proposals received after the proposal deadline will be returned to the Proposer unopened.

Proposals submitted to the City shall be securely kept and shall remain unopened until the proposal deadline and the opening of proposals.

Upon finding any omissions or discrepancy in the RFP documents, the Proposer shall notify the Procurement Office 781-393-2465 immediately so that any necessary addenda may be issued. Failure of the Proposer to be completely and thoroughly familiar with the RFP documents (including plans, specifications and all addenda) shall not relieve it from any obligation with respect to the proposal. **A pre-proposal conference is scheduled for Wednesday, Sept. 28, 2011 at 10:00 AM in Room 207, Medford City Hall where additional questions and clarification may be addressed. All questions will be answered through addenda.**

Submission of a proposal shall be conclusive evidence that the Proposer has, to its full satisfaction, examined any and/or all parking areas or locations, examined all data and documents of the City or of any other source in making its response to this RFP.

Item	Date
RFP Issued and Available at Procurement Office	Sept. 6, 2011
Publication in Central Register	Sept. 5, 2011
<u>Publication in Newspaper</u>	<u>Sept. 6, 2011</u>
<u>Pre-bid Conference</u>	Sept. 28, 2011 10:00 AM RM 207
Proposals Due at Procurement Office	October 14, 2011 at 10:00 A.M.
Short List Notified	October 28, 2011
Proposer Presentation	November 18, 2011
Selection of Successful Proposer	January 13, 2012

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 Medford", in Response to RFP "City of Medford 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 of transmittal that bears the signature and title of an authorized representative of the Proposer. The letter should indicate that the Proposer's quotation is a firm offer for a period of at least one hundred eighty (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 three (3) 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 Proposer'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 three (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, Work Plan, and Implementation Schedule: The proposal shall provide details of the following:

- (1) Approach. Please describe your overall understanding of Medford's needs and how the proposed services meet those needs. Include a description of approach in providing services to the City and a positive commitment to perform the work as specified.
- (2) Work Plan. Please describe the steps that would be followed in undertaking the major service areas. Proposal responses shall 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. Please further include descriptions and implications of a Phased approach, if desired, for introducing pricing incrementally in Medford Square and/or to other squares in Medford, as well as for separating enforcement and any other elements as determined by the respondent.
- (3) Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking this program.
- (4) Implementation Schedule. Include a draft implementation schedule highlighting approximate durations for tasks and between milestones, taking care to enumerate key milestones associated with each phase of work.

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.

Section 8. Expansion of Service Area: The City of Medford may elect to expand this parking management plan to other squares, and may amend the Agreement with the Proposer to

manage these areas. Include in the proposal information regarding expanding the same service requested here to other neighborhoods, shown in Attachment A.

Cost Proposal Format

Prospective Proposers 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 City envisions entering into an agreement with a selected Proposer for a portion or the entirety of the scope of services described in this RFP.

The City further envisions that, in return for the right for the Proposer 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 Proposer by one or a combination of 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.
- Any acceptable alternative as negotiated and agreed upon between the City and the successful Proposer.

The cost proposal should include an average annual budget itemizing all revenues, costs, and net proceeds, including a review of processing and credit card costs to the City and to the Proposer.

The City expresses no specific preference for the form of the payment to the City. 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 Proposer or its proposed operational approach, and other factors (at the City's sole discretion).

Number of Copies

The Proposer shall provide one (1) original and five (5) copies each of the non-price and one (1) original and five (5) copies of the price proposal to the City of Medford Office of Procurement. 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. Inclusion of the Price Proposal with the Non-Price Proposal may be cause for rejection.

Place and Time

Sealed proposals will be received at the City of Medford Office of Procurement, Room 105, Medford City Hall, 85 George B. Hassett Drive, Medford, MA 02155 on or before 11:00 A.M on October 14, 2011, at which time and place they will be registered and witnessed.

Signature

All proposals shall be complete, factual, and signed in ink. If the Proposer is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the proposal and certified by the clerk of the corporation.

Questions and Interpretations

Any substantive questions regarding the proposal documents shall be referred to the City of Medford Procurement Officer in writing at least ten 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 Proposers of record. Questions may be faxed to (781)391-2078.

Corrections

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

Modifications

A Proposer 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 Medford Office of Procurement prior to the time and date set for the proposal deadline.

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 will 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 Medford in recruiting efforts to hire local Medford 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 Medford in recruiting efforts to hire local Medford 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 five (5) years experience in the scope of work as detailed in this RFP. Proposer is operating, or has operated with in the past five (5) years, multiple parking systems of five hundred (500) on-street parking spaces or more, 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 five (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 five (5) years, at least one parking system of more than 500 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 five (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 five (5) years, less than five hundred (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 through, 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, through, 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 FOUR

ADDITIONAL TERMS, CONDITIONS AND REQUIREMENTS

Terms and Conditions

1. In General

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 approval by the City of Medford.

All Proposals submitted in response to this RFP shall be deemed to be public record within the meaning of M.G.L. Chapter 4, Section 7(26) after the opening of the proposals. No part of a proposal involving the payment amounts to the city or any income or compensation that the Proposer is willing to pay may be designated as confidential.

2. Reviewing Period

All proposals meeting proposal requirements and conditions may be held by the City of Medford 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 Proposers, prior to the awarding of the contract. The failure of the City to award a contract at the end of the sixty (60) day period shall not result in any rights or advantage to a Proposer to have a contract awarded to it and the RFP process may, at the sole option and discretion of the City, begin again on such terms as the City shall then require.

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.

The City of Medford reserves the right to reject any or all Proposals in whole or in part and to waive minor informalities when at its sole discretion, said action is deemed to be in the best interest of the City.

4. Ability and Experience

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

The City of Medford encourages the involvement of minority business enterprises and women's business enterprises in the fulfillment of any Agreement that results from this RFP.

The City of Medford may make such investigations as it deems necessary to determine the above and a Proposer 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 Proposers 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 Proposer 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 Proposer 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.

By submitting a proposal in response to this RFP, the Proposer shall be deemed to have certified that no officer, agent, or employee of the City has a direct or otherwise financial interest in the procurement, that the proposal is submitted in good faith and exclusively on Proposer's own behalf, without fraud, collusion or connection of any kind with any other Proposer for the same work or with any undisclosed party.

No employee of the City of Medford 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

The contract for services will be negotiated by the chosen Proposer and the City of Medford. Respondents are encouraged to include a proposed length of contract, along with renewal options as part of the proposed response to this RFP. Final determination of contract length and renewal options will be at the discretion of the City, and as negotiated within all applicable laws. The contract shall be subject to approval by the Medford City Council.

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 over the extent of the 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 Proposer or its proposed operational approach, and other factors (at the City's sole discretion).

8. Reservations and Waiver

The City of Medford 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.

The City of Medford reserves the right to modify any specifications and submission requirements associated with this RFP and the scope of the project.

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. Wage, Workers Compensation and Permit Compliance

The successful Proposer shall be responsible for obtaining any needed permits or any other authorization which are required under federal, state or local law, regulation or ordinance.

Whenever applicable, the Proposer shall comply with conditions of Employment and Prevailing State or Federal Wage Rate, as set forth by law or regulation.

The successful Proposer will be required to provide evidence of Worker's Compensation coverage for all employees pursuant to General Laws, if required.

11. Due Diligence

It is the sole responsibility of the Proposer to compile, review and to research any and all data, plans and/or other documentation that it may require to respond to this RFP including, but not limited to, documents in the possession of the various departments in the City of Medford.

12. Indemnification

In any Agreement that may be entered into by the City and the successful Proposer, the successful Proposer shall agree to assume the defense, indemnify and hold harmless the City, the City's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of acts, in actions, omissions, negligence, reckless or intentional misconduct of the said Proposer, its agent(s), officers, employees, or subcontractors; in the execution of the work or in guarding the same. In addition, the Proposer shall maintain minimum liability coverage for all aspects of the Program in the amount of \$10,000,000 with \$1,000,000.00 per event.

13. Non-Compliance with Terms/ Conditions and Requirements

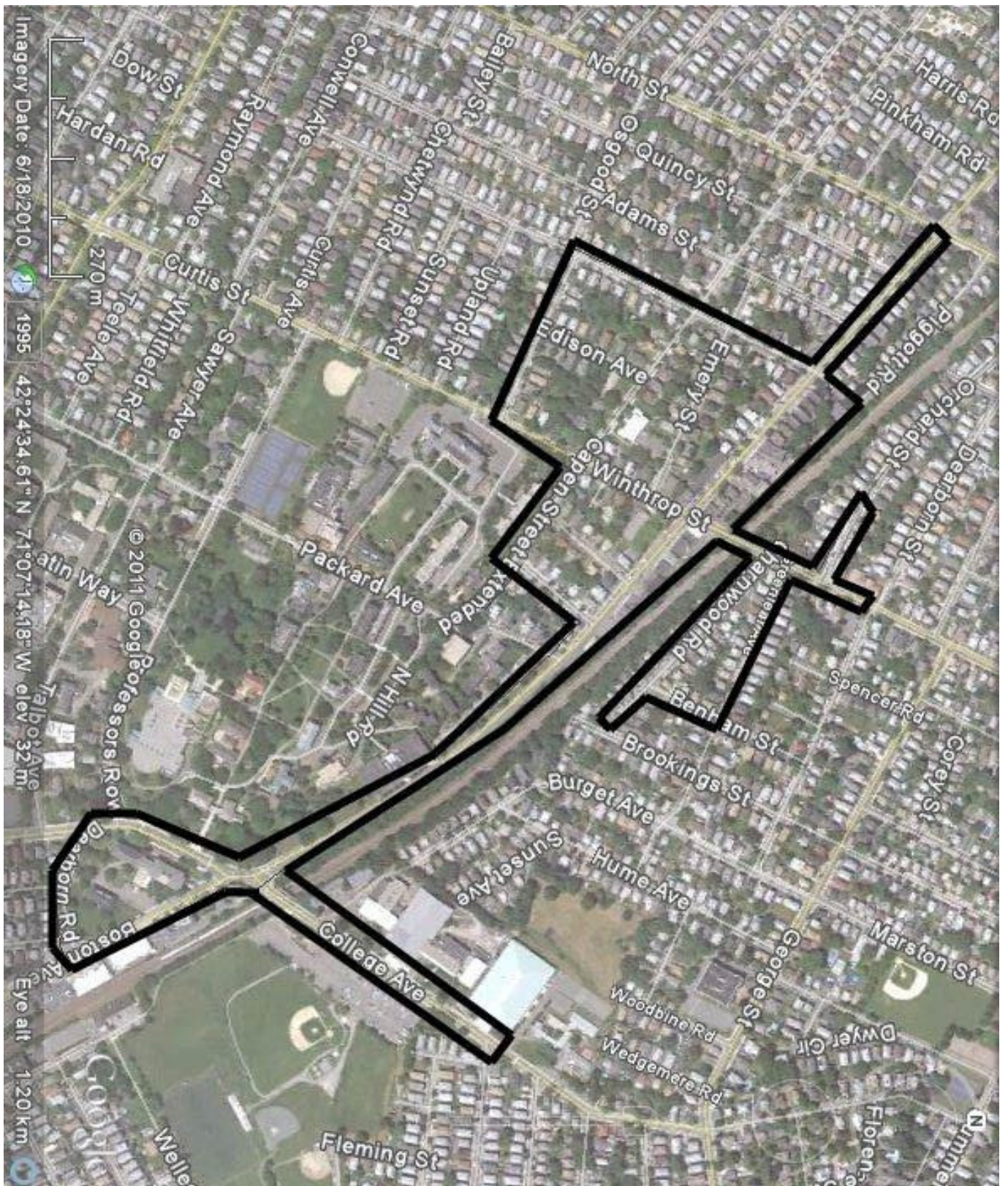
Failure to comply with the above terms conditions and requirements or any attached specifications or any other minimum qualifications contained in this RFP will be justification to reject any proposal as incomplete.

14. Non-Assignability

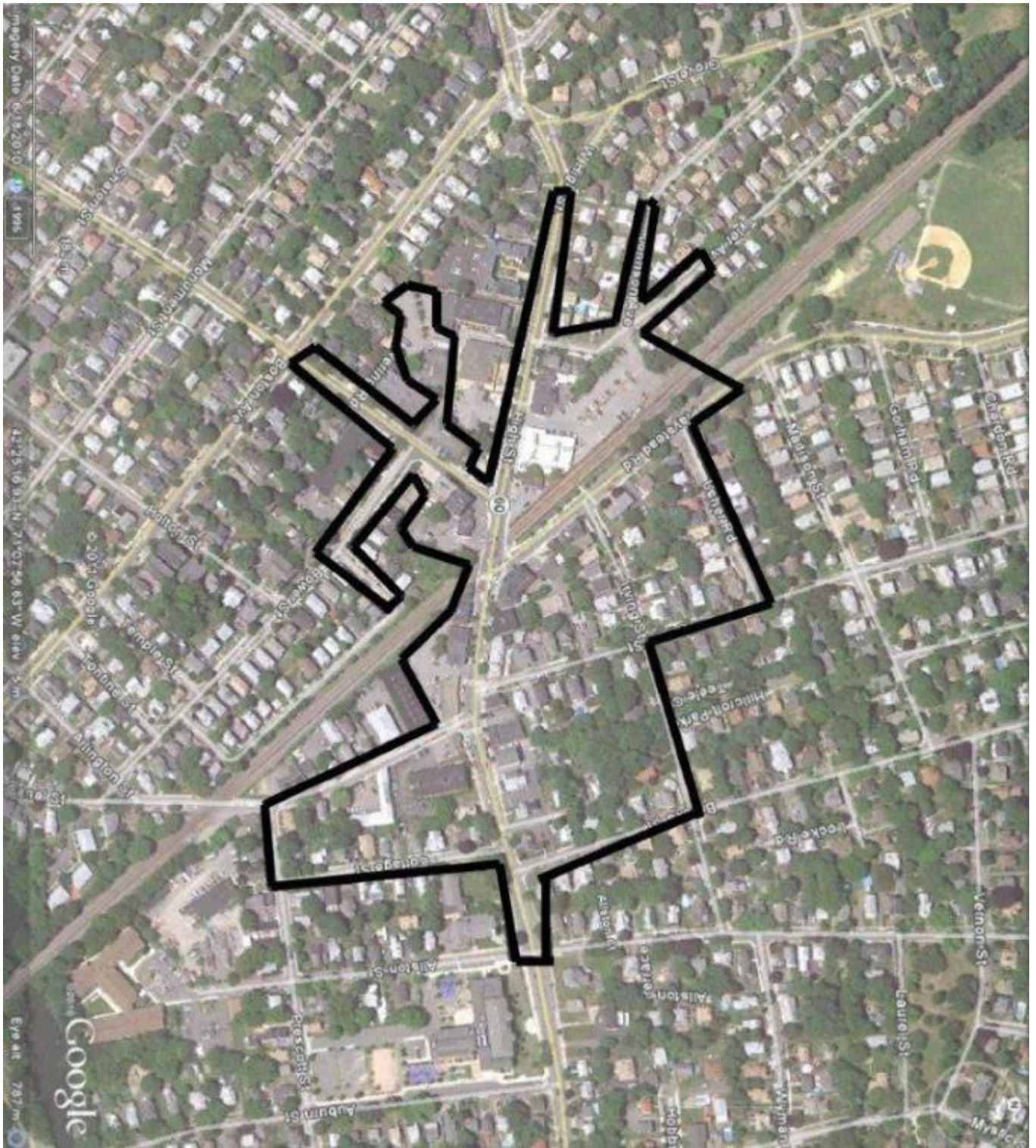
It is understood, agreed upon and made a part hereof, and shall be a part of any agreement entered into between the City and the successful Proposer[s] that the Agreement shall not be assigned or assignable byway of sub-contract or otherwise, unless or until the City shall have first assented thereto in writing.

Appendix A: Potential Areas of Expansion for Medford Parking Management Program

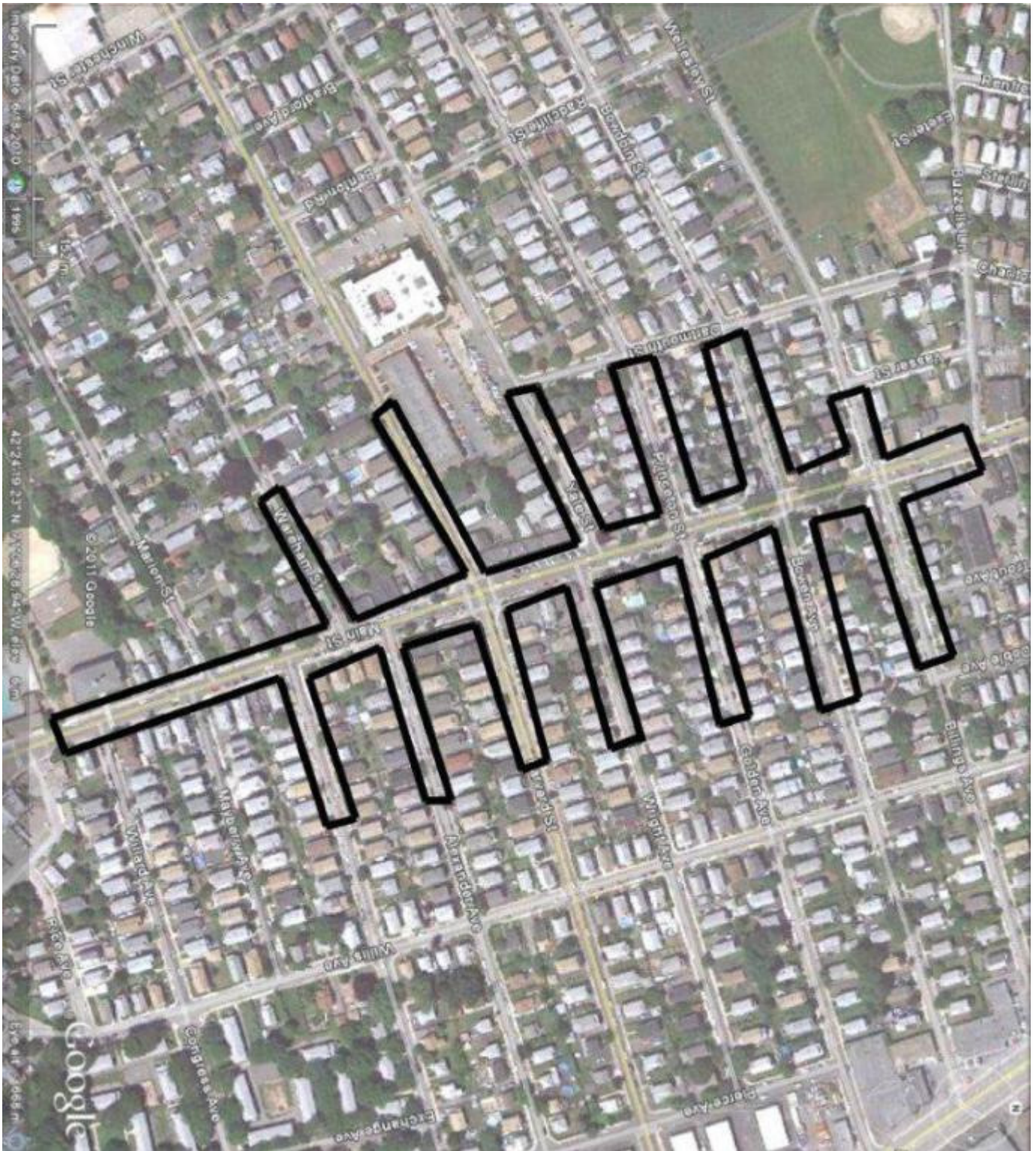
Medford Hillside Area



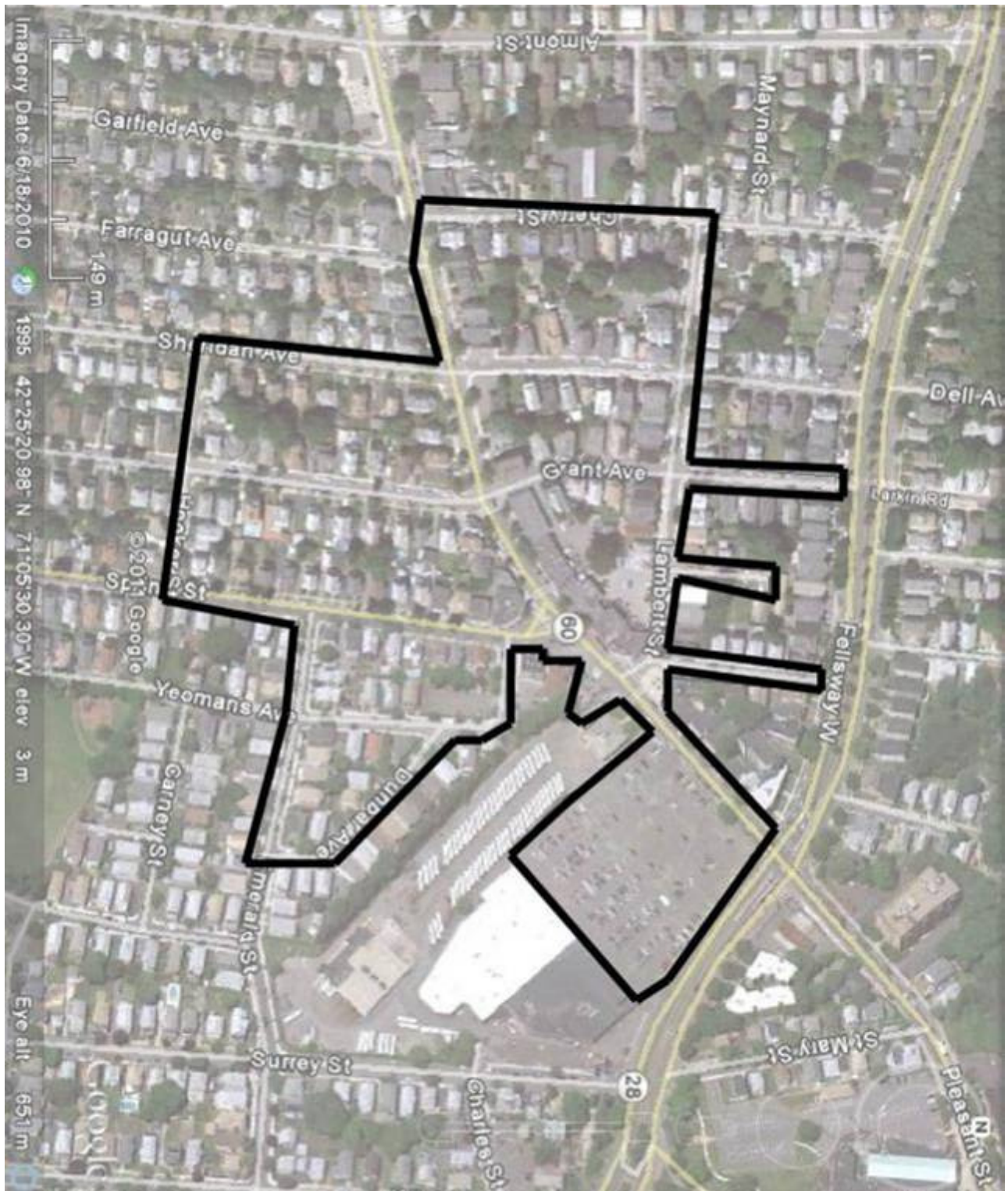
West Medford Area



South Medford Area



Route 60 & Route 28 Medford Area



Appendix B
Data from Parking Advisory Committee
to
Mayor Michael J. McGlynn
Dated September 30, 2009

City of Medford, MA
PARKING ADVISORY
COMMITTEE



Report to Mayor Michael J. McGlynn

September 30, 2009



MEDFORD POLICE

100 Main Street
Medford, MA 02155
Emergency: 781.395.1212
Business: 781.391.6404
Fax: 781.395.5177

South Medford Sq.

- 17- Main St. (westside), Yale St to Harvard St. 2 hr. limit, with two 15 minute areas
- 9- Main St. (westside), Harvard St. to Wareham St. 2 hr. limit

- 3- Main St. (eastside), Alexander Av. to Harvard St., 2 hr. limit
- 6- Main St. (eastside), Harvard St. to Wright Av.

40 20- Yale St. lot (old Lincoln-Kennedy School), no postings

75- **South Medford Sq. total on-street parking spaces**
*plus 1 h/p spaces (Wright Av. to Bowen).

West Medford Sq.

- 12- High St. (northside), Brooks St. to Warren St. 1 hr. limit
- 9- High St. (northside), Warren St. to Playstead. 1 hr. limit, 1 h/p
- 10- High St. (northside), #491 High St. "Muffin & Bagel" to Johnson Av. 1 hr. limit
- 7- High St. (northside), Johnson to Grove St. unposted
- 6- High St. (southside), #534 High St to St. Raphaels, unposted)
- 7- High St. (southside), #478 High St "Seafood Depot" to #452 High St. "H&R Block", 1 hr. limit
- 12- High St. (southside), Canal St. to Cottage St. unposted
- 2- Playstead Rd. (corner of High & Playstead), "Bistro"
- 5- Harvard St. (northside), High St. to Fire Station

70 W. Medford Sq. total on-street spaces including h/p spaces

- 46- Playstead Rd. (Commuter parking from Park to stairs at R.R. station), commuter permit posted
- 30- W. Medford Municipal Lot, 1 hr limit and business permit

76 W. Medford Sq. Commuter parking and municipal lot



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Boston Av & Winthrop St

Boston Av. northside of intersection

- 10- Boston Av. (eastside), Winthrop St. to # 320 Boston Av. "Church", 1 hr. limit, 1 h/p
- 6- Boston Av. (westside), #315 Boston Av. to Winthrop St., 1 hr. limit, loading zone

Boston Av. southside of intersection

- 9 - Boston Av. (westside), Winthrop to Bellevue, 1 hr. limit
- 5- Boston Av. (westside), Bellevue to Fairmount, unposted
- 2- Boston Av. (westside), Fairmount to University, unposted
- 12- Boston Av. (eastside), Winthrop St to opp. University Av. "Dunkin Donuts", ½ hr. limit

44- Boston & Winthrop total on-street parking spaces

***Consider – posting and issuing business permits and creating student permits and posting below areas appropriately**

- 30- Boston Av. (eastside) College Av. to opp. University Av.
- 20- Boston Av. (westside) University Av to College Av.
- 55- Boston Av. (eastside) Harvard St. to College Av.

30- College Av. (northside) Elliot Pearson school to College Av Bridge

135- total spaces surrounding Tufts College



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Haines Sq.

- 3- Salem St. (southside) Grant Av to Spring St. , 1 hr. limit, 1 h/p
- 18- Salem St (northside) Fellsway West to Lambert St. , 1 hr. limit
- 16- Salem St (northside) Lambert St to Grant Av. 1 hr. limit, 1 h/p

- 3- Spring St (eastside, Yeomans to Salem St. , 1 hr. limit
- 5- Spring & Salem St. (westside) "Ronnies" 1 hr. limit
- 2- Spring & Salem St. (eastside) adjacent Citizen's Bank

- 3- Yeoman's Av (northside) adjacent to Citizen's Bank
- 4- Yeoman's Av (southside) opposite Citizen's Bank

54- Haines Sq. total on-street parking including h/p

- 46- Lambert St. Municipal Lot 2 hr. limit or business permit

100 Haines Sq. total on-street and municipal lot parking spaces

Salem St & Park St.

- 9- Salem St (southside) Park St to Dudley St. , 2 hr limit
- 6- Salem St (northside) Park St to Condo parking lot 1 hr limit
- 3- Salem St (northside) Condo parking lot to Paris St. 1 hr. limit

18- Salem & Park St. total on-street parking spaces