

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR TRANSPORTATION DIVISION
OF PUBLIC WORKS DEPARTMENT***

REQUEST FOR PROPOSAL:

**SUPPLY AND DELIVER
CREDIT CARD PARKING METERS
*REQUEST FOR PROPOSAL #17-37***

Proposal Opening Date: November 17, 2016 at 10:30 a.m.

**NOVEMBER 2016
Setti D. Warren, Mayor**

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS #17-37

The City of Newton (City) invites sealed proposals from vendors of parking meters to:

SUPPLY AND DELIVER CREDIT CARD PARKING METERS

Proposals will be received until: **10:30 a.m., Thursday, November 17, 2016**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Immediately following the deadline for proposals a list will be created of all proposers names received and will be posted to the City's website: www.newtonma.gov/bids.

Contract Documents will be available on line at www.newtonma.gov/bids or for pickup at Newton City Hall, Room 201, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., November 3, 2016**.

There will be no charge for contract documents.

Award will be made to the most advantageous proposer based on price and non-price proposals.

The vendor's price proposal will be based on the following: (i) a one or multiple-time purchase of parking meter heads; (ii) a monthly per unit use fee; and (iii) a per transaction fee for credit card use. All proposals are subject to the provisions of M.G.L. c.30B.

All proposals shall be submitted as follows: (i) **one (1) original, four (4) paper copies of the Technical Proposal and (ii) one (1) ORIGINAL COPY of the Price Proposal.**

All City bids are available on the City's web site at www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online with the original bid document as separate files. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
November 3, 2016

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL #17-37

SUPPLY AND DELIVER CREDIT CARD PARKING METERS

I. INTRODUCTION

The Transportation Division of the Department of Public Works is seeking proposals from qualified vendors to provide the City of Newton with refurbished Credit Card Parking Meters to be used in designated areas of the City in conjunction with digital Passport¹ parking and traditional coin parking meters. This procurement does not include meter poles and so does not require construction.

The City has determined that price, although significant, is not the sole, nor always the primary factor in its decision making when considering the specialized experience of Vendors, their commitment to quality workmanship and customer service, as well as the range of product suitability, quality, and manufacturer. For these reasons, the City believes that the RFP process will best achieve this end.

Because the City wishes to consider qualitative factors and would be willing to pay a higher price for credit card parking meters (CCP Meters) that are superior in these categories, it has elected to solicit proposals pursuant to M.G.L. c. 30B, §6 under this Request For Proposals (RFP).

II. SCOPE OF WORK

The City seeks to replace approximately 1,200 of its existing parking meters with refurbished CCP Meters. These meters will be located on both streets and in city parking lots. Vendor will be required to provide equipment to retrofit existing meters and install all new components provided by the vendor no later than summer 2017². The City may extend this deadline at its discretion.

The selected vendor must have a minimum of 10,000 mechanisms currently operating in the United States, with at least three clients with a minimum of 500 credit card enabled single spaced parking meters installed.

The following conditions apply unless otherwise specified by the proposer. The City reserves the right to purchase fewer than the estimated 1,200 mechanisms, with a minimum purchase of 450 mechanisms. The City reserves the right likewise to purchase additional mechanisms at any time during the term of this contract, after the initial order, including ordering more than 1,200 mechanisms. Costs provided in the Price Proposal will be for all orders regardless of quantity.

The contracted vendor shall provide refurbished solar powered CCP Meters capable of accepting payments by credit card, coin and Passport.³ Equipment must have a minimum one year warranty. Vendor will provide:

- CCP Meters
- Meter parts including batteries, recommended spare parts, RFID tags, other as needed
- Shipping
- Installation (of meter “gutsonly”)
- Software and communications.

² City will prepare all existing meters for upgrade. City will provide pole, vault, yolk and housing for refurbished CCP meters, as needed

³ Passport is Charlotte, North Carolina-based mobile payments company specializing in integrated urban mobility solutions. It provides the advanced technology that allows parking and transit agencies to manage operations more effectively and efficiently and better serve their customers. Passport’s mobile payment systems are deployed throughout the US and Canada, with clients such as Chicago, Toronto, and Boston. The City entered into a contract with Passport in March 2016. The cost to use the Passport app is borne by the user and the City: the user pays a per use fee and the City anticipates paying Passport an annual processing fee.

The Price Proposal (Attachment A) will include all costs and fees for equipment, shipping, installation, recommended meter spare parts, software and communications including monthly meter software and/or communication fees, credit card transaction fees, gateway fees and/or any other applicable costs or fees.

III. INSTRUCTIONS TO PROPOSERS

1. **Issuing Office.** This RFP is issued for the City, independently and acting on behalf of the Transportation Division.

Inquiries involving this RFP should be directed to:

Purchasing Department
City of Newton
1000 Commonwealth Avenue, Room 201
Newton Centre, MA 02459

or

By email: purchasing@newtonma.gov

or

By facsimile at (617) 796-1227

2. **Proposal Submission Requirements.** All proposals must be submitted in accordance with the terms and conditions of this RFP to the *Chief Procurement Officer* in the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **10:30 A.M., November 17, 2016.**

Proposals must be submitted in two separate sealed envelopes, one marked “Technical Proposal” the other marked “Price Proposal”. Price Proposals shall NOT be submitted with Technical Proposal. Any Technical Proposal containing any part of a Price Proposal may be deemed non-responsive.

One Original and four (4) copies of the Technical Proposal must be submitted in a sealed envelope, plainly marked:

Technical Proposal, RFP #17-37 - “City of Newton Credit Card Parking Meters”

along with your company name on the front of the envelope. The Technical Proposal shall include a cover sheet in the form attached hereto as **Attachment B.**

Addenda must be acknowledged on the Technical Proposal form. Any proposal without an acknowledgement on the Technical Proposal form may be rejected as non-responsive.

One (1) copy of the Price Proposal must be submitted in a separate sealed envelope, plainly marked:

Price Proposal, RFP #17-37 - “City of Newton Credit Card Parking Meters”

along with your company name on the front of the envelope. Proposer’s fee shall be submitted on the form of Price Proposal in the form of **Attachment A**, attached. This completed form shall be signed by an authorized representative of the proposer.

The Price Proposal shall include all costs including but not limited to the following:

- CCP Meters
- Recommended meter spare parts
- Shipping
- Installation
- Software and communications fees
- All other fees (credit card transaction fees, gateway fees and/or any other applicable costs or fees)

Faxed proposals shall not be accepted.

Proposals will not be opened publicly. Proposal contents will be kept confidential and not disclosed until after the evaluation and award. A listing of proposers will be available online at: www.newtonma.gov/bids .

Proposals may include any materials and information that the proposer feels are necessary to satisfy as many of the recommended features of the product description as practicable. After the opening of the Proposals, a proposer may not correct or modify its Proposal in any manner unless in response to a written request for the City in its sole discretion.

3. Additional Proposal Submission Documents.

- Proposer’s Qualifications and Reference Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Certificate of Tax Compliance, 1 page

Deadline for submission of proposals shall be **November 17, 2016 no later than 10:30 a.m.**

The procedure for opening and evaluating all proposals received shall be in compliance with Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this Act.

RFP Documents will be available for pickup at the Purchasing Department online at the City’s website: www.newtonma.gov/bids after: **10:00 a.m., November 3, 2016.** There will be no charge for RFP documents.

4. Timeline

Event	Date
Release of RFP and post to City website.	10:00 a.m., November 3, 2016
Final questions to be submitted in writing no later than	12:00 p.m., November 10, 2016
Answers to all questions will be by addendum issued on	3:00 p.m., November 14, 2016
Proposals Due	10:30 a.m., November 17, 2016
Proposals to be reviewed	TBD
Proposal Evaluations Completed	TBD
Contract Award Date	TBD

5. Proposal Acceptance and Rejection.

In order to select the most advantageous proposal for a CCP Meters comparative judgements of technical factors in addition to price will be necessary. While low price is an important factor in selecting the most advantageous service provider, it is also important that the City be able to consider (1) the proposer’s experience in providing CCP Meters to municipalities in Massachusetts similar to Newton, (2) the ease of use of the proposer’s CCP Meter system, (3) the proposer’s qualifications and staffing, and (4) the proposers ability to deliver the hardware, support and any services required. The City’s ability to weigh these factors is best achieved by procuring CCP Meters and CCP Meter services through an RFP.

The City will give notice of the acceptance of the proposal and award of a contract to the successful proposer by emailing a contract within sixty (60) days of the proposal submission date to the proposer's address stated in the proposal. The successful proposer shall deliver the City-Contractor Agreement, substantially similar in form to that attached hereto, duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance. If the successful proposer fails to execute such Agreement within such time period, the City may accept another proposal. The failure of any proposer to examine the Agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted.

The City reserves the right to reject any or all proposals or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City. Each non-Massachusetts proposer shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the Commonwealth of Massachusetts.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and may be rejected.

6. **Proposal Expenses.** Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City.
7. **Proposer Review of Existing Operation.** Any questions as to the RFP must be received by **Friday, November 10, 2016 at noon.** and addressed to:

Purchasing Department
City of Newton
1000 Commonwealth Avenue, Room 201
Newton Centre, MA 02459
By email: purchasing@newtonma.gov

8. **Contract and Term:** The City will issue a purchase order for this project.
9. **Non-discrimination/Equal Opportunity.** The selected proposer shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City facilities.
10. **Assignment.** The selected proposer shall not assign or subcontract any portion of the purchase order without prior written approval from the City.

IV. STANDARD MINIMUM CRITERIA FOR THE REFURBISHED CCP PARKING METERS

1. CCP Meters accept payment with credit/debit card, coins, and smart card at the meter terminal. Credit cards shall accept a wide variety of credit cards such as Visa, MasterCard, American Express and Discover..
2. The CCP Meters must integrate with multiple pay-by-cell applications, including Passport Parking, for additional customer convenience options.
3. Universal single-space meter mechanism and associated top cover (dome) retrofits must be compatible with the majority of single-space meter housing including Duncan, MacKay, and POM. Quick installation that requires zero modification to existing housing.
4. CCP Meter Mechanism must be robust weather-, tamper-, and rust-resistant and built for outdoor use. Mechanism includes vandal-resistant coin slot/chute that allows for worry-free operation and quick servicing.
5. Mechanism has proven ability to operate under varying environmental conditions such as snow, sleet, rain, humidity, dust storms, extreme cold, and extreme heat.
6. Keypad has intuitive payment navigation.

7. All CCP Meters must be able to wirelessly notify enforcement officers of meter status: paid, unpaid, meter fault; system integrates with all major handheld equipment and operating systems.
8. Mechanism utilizes solar power with rechargeable/back-up battery pack to maximize ongoing power.
9. Radio frequency identification (RFID) technology automatically identifies the meter location and downloads the correct operating parameters when meters are installed or replaced.
10. The vendor shall demonstrate the ability to fully integrate other product options including vehicle sensors and mobile payment applications.
11. Credit card data transmission shall meet the Payment Card Industry (PCI) Data Security Standards. The vendor shall provide evidence of PCI-DDS Level 1 Certification and PA-DSS compliance.
12. Large backlit LCD operates at wide range of temperatures consistent with climate in Newton, MA.
13. Display can show critical information such as: metered time, parking rates, maximum stay period messages, current time of day (including when meter will expire), and other alpha-numeric or graphical messages depending on the status of the meter.
14. Display can be customized and programmed remotely via web-based DMS.
15. In the event of a coin jam, meter will continue to allow payment via credit/debit card, smart card, or pay-by-cell and will display "Cards only, No Coins". The message is reversed if there is a card reader jam.
16. Revenue and payment information is available in real-time to validate parking enforcement.
17. Meter communicates wirelessly via the cellular network to web-based DMS. No wireless communication hardware is to be installed on street/utility/traffic light poles other than the meter mechanism itself.

V. GENERAL INFORMATION SUBMITTAL MINIMUM REQUIREMENTS

Please submit a package of materials addressing the following items in the order listed below (please ensure that your table of contents matches this order):

1. Organization and Experience

- a. Please include a list of all current customers in New England, including initial date of operations and system size.
- b. How many total meters does your company have in operation? How many clients does your company have with more than 500 active CCP meters? Please confirm that your organization has provided at least 10,000 CCP meter mechanisms in the United States, and has at least 3 clients with a minimum of 500 active CCP meters.
- c. Is your organization part of the state contract and, if so, which one(s)?

2. Equipment

- a. Please describe the hardware and software features of your CCP meter system. Specifically address each of the minimum requirements described in Section IV.
- b. Describe the warranty and warranty process.
- c. Please show a schedule for this project including time to order, deliver, install and activate equipment. Specify how long it takes from order to delivery of equipment for the initial order as well as for subsequent orders or spare parts orders. Are delivery times guaranteed?
- d. What is the useful life of the equipment?
- e. Describe any major anticipated upgrades required over the next five years or useful life of the equipment, whichever is greater.
- f. What training and ongoing support is included?

3. Financial

- a. Please submit a cost breakout for all equipment and services showing unit and total costs, incorporating the categories below. Please use Attachment A Price Proposal Form 17-137.:
 1. CCP Meters
 2. Recommended meter spare parts
 3. Shipping
 4. Installation
 5. Software and communications fees
 6. All other fees (credit card transaction fees, gateway fees and/or any other applicable costs or fees)
- b. Describe costs related to any major anticipated upgrades described in the Technical Proposal, Equipment Section, Question V(2)(e).
- c. Please show unit cost for any additional spare parts required for your CCP meters not already included in Attachment A.

VI. COMPARATIVE EVALUATION CRITERIA

For all proposals for which a proposer has provided all information solicited above, the evaluation of each proposal for CCP Meters will be based upon the “Comparative Evaluation Criteria” described in this section. The following scale will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

- “Highly Advantageous”
- “Advantageous”
- “Not Advantageous”

The City reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); or Not Advantageous (NA) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

1. The Extent the Proposer Meets the Standard Minimum Criteria and General Information Submittal Minimum Requirements listed in Sections IV and V of this RFP.

Highly Advantageous: The Technical Proposal is well-written in clear, concise language. Materials are organized and easy to navigate. As a whole, the Technical Proposal provides a complete response to this RFP and provides multiple relevant examples of past successes implementing solutions for similar jurisdictions.

Advantageous: The Technical Proposal is clear and well-organized. It provides a complete response to this RFP and includes examples of past successes.

Not Advantageous: The Technical Proposal does not address all aspects of the RFP. It is poorly written and/or difficult to read. It does not provide adequate information to evaluate the vendor’s ability to successfully meet the City’s goals.

2. Organization and Experience - Vendor provides response to all requests in V 1. Organization and Experience

Highly Advantageous: Vendor significantly exceeds minimum requirements for mechanisms operating in the United States; has an extensive network of customers in New England; and is part of the state contract.

Advantageous: Vendor meets minimum requirements for mechanisms operating in the United States; has a limited number of customers in New England; and is part of the state contract.

Not Advantageous: Vendor either does not meet minimum requirements for mechanisms operating in the United States; does not have customers in New England; or is not part of the state contract.

3. Equipment - Vendors must provide meters and software capable of being serviced and/or updated in the coming years in order to avoid becoming obsolete with technological advances and respond to requests in V 2. Equipment

Highly Advantageous: Vendor demonstrates that equipment exceeds minimum requirements; vendor can beat Summer 2017 implementation deadline; training, support warranty process, useful life and anticipated upgrades are acceptable.

Advantageous: Vendor demonstrates that equipment meets minimum requirements; vendor can meet Summer 2017 implementation deadline; training, support warranty process, useful life and anticipated upgrades are acceptable.

Not Advantageous: Vendor's equipment does not meet minimum requirements; or vendor cannot meet implementation deadline; or training, support warranty process, useful life and anticipated upgrades are not acceptable.

VII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposals which submit a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

In evaluating Proposals, the City will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract.

ATTACHMENT A

**CITY OF NEWTON
PURCHASING DEPARTMENT**

PRICE PROPOSAL FORM #17-37

- A. The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

SUPPLY AND DELIVER CREDIT CARD PARKING METERS

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B. This proposal includes addenda number(s) , _____, _____, _____.
- C. The Vendor proposes to supply the following:

	Number of Units ⁴	Price/Unit/Year	Total
Purchase of CCP Meters	1200		
Purchase of recommended spare parts including batteries (Itemize with quantity, price, total. Add lines as needed)			
Spare Part I (_____)*	60		
Spare Part II (_____)*	60		
Installation of CCP Meters	1200		
Annual Use Fee Per Meter ⁵	1200		
Credit Card (CC)Transaction Use Fee	500 CC transactions per meter; 600,000 CC transactions per year; \$600,000 total CC revenue per year ⁶		
Other Fees	See transactions above		
Other			
Shipping			
Bid Total			

TOTAL dollars in words _____

PROPOSER: _____

⁴ The number of units is the City’s best estimate based on prior experience. The City reserves the right to purchase fewer than the estimated 1,200 mechanisms, with a minimum purchase of 450 mechanisms. The City reserves the right likewise to purchase additional mechanisms at any time during the term of this contract, after the initial order, including ordering more than 1,200 mechanisms. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth in this Price Proposal.

⁵ Fee paid monthly.

⁶ Credit card transaction quantities and credit card transaction revenue are estimates for bid purposes only. Fees will be paid based on actual revenue and transactions

ATTACHMENT B
CITY OF NEWTON
PURCHASING DEPARTMENT
TECHNICAL PROPOSAL FORM #17-37

This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked
“RFP #17-37 Supply and Deliver Credit Card Parking Meters
– TECHNICAL PROPOSAL”

This proposal includes addenda number(s) _____, _____, _____, _____,

Name of Firm or Individual Submitting Bid: _____

Address: _____

Telephone: _____

Fax: _____

Signature of Proposer _____

Name of Proposer: _____

Address: _____

Date: _____

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and 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 or individuals.

(Signature of individual)

Name of Business

City of Newton



Mayor
Setti D. Warren

Purchasing Department
Nicholas Read @ Chief Procurement Officer
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid # _____

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ___day of _____in the year Two Thousand and Sixteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

Hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. **SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid the following item or items:
- II. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:
 - a. This CITY-CONTRACTOR Agreement;
 - b. The City's Request For Proposals #17-37 issued by the Purchasing Department;
 - c. The Project Manual for **Supply & Deliver Credit Card Parking Meters** including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);
 - d. Addenda Number(s) _____;
 - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
 - f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
 - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its proposal was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- III. PRIORITY OF DOCUMENTS.** In the event of any inconsistency between the terms of this CITY - CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The City will issue a Purchase Order for this project.
- VI. QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

- XIII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Work Order issued pursuant thereto in any one of the following circumstances:
- a. **FOR CAUSE.** If, for any cause, the Contractor fails to fulfill in a timely manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed through the date of termination.
- b. **FOR CONVENIENCE.** The City may terminate this Contract at any time for its convenience and without penalty by giving written notice to the Contractor of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Contract is terminated for the convenience of the City, the Contractor shall be entitled to payment for any satisfactory work completed through the date of termination.
- c. **FOR NON-APPROPRIATION.** In the event that this Contract extends beyond the fiscal year in which it is first entered into, and notwithstanding any provision to the contrary, the City shall cancel this Contract in the event that funds are not appropriated or otherwise made available to support the continuation of performance by the Contractor in any subsequent fiscal year. Written notice of cancellation for non-appropriation shall be given not less than five (5) days prior to the effective date of cancellation and the Contractor shall be entitled to payment for any satisfactory work completed through the date of cancellation.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XX. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Chief Procurement Officer

Print Name _____

Date _____

Title _____

By _____

Commissioner of Public Works

Date _____

Date _____

Affix Corporate Seal Here

City funds are available in the following

Account #0140115-53405 _____

Approved as to Legal Form and Character

I further certify that the Mayor, or his

By _____

Associate City Solicitor

designee, is authorized to execute contracts

Date _____

and approve change orders.

CONTRACT APPROVED

By _____

By _____

Comptroller of Accounts

Mayor or his designee

Date _____

Date _____

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

- * The provision in this Certification relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- *** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.