

Metropolitan Area Planning Council

# Supply and Deliver Hardware and Software for Automatic Vehicle Location Systems (AVL) with GPS

---

## Request for Proposals

RFP #MAPC 2016 AVL

Solicited in partnership with the Cities of Boston, Cambridge, Newton, and Somerville and the Towns of Brookline, Lexington, Natick, Wakefield, and Westwood on behalf of the 101 municipalities of the MAPC Region and their municipal subdivisions



Metropolitan Area Planning Council • 60 Temple Place, 6th Floor, Boston, MA 02111 •  
[www.mapc.org](http://www.mapc.org) • Main Phone 617.933.0700 • Main Fax 617.482.7185

## Legal Notice

The Metropolitan Area Planning Council, acting in partnership with Boston, Brookline, Cambridge, Lexington, Natick, Newton, Somerville, Wakefield, and Westwood, seeks proposals from qualified vendors to “Supply and Deliver Hardware and Software for Automatic Vehicle Location Systems with GPS” to the 101 MAPC region municipalities and their municipal subdivisions. The RFP will be available 10:00 AM – 5:00 PM, Mon – Fri, between Sep 19, 2016 and Oct 7, 2016 by e-mailing [handerson@mapc.org](mailto:handerson@mapc.org). The RFP document will be emailed unless otherwise requested. A Vendor Conference will be held on Oct 11, 2016 from 1:00 PM – 3:00 PM at MAPC, 60 Temple Place, 3<sup>rd</sup> Floor, Boston, MA 02111. Sealed proposals will be due at Oct 20, 2016 at 12:00 PM at MAPC, 60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111. MAPC will be the contracting authority. A contract or contracts will be awarded to the eligible, responsive, and responsible vendor(s) identified as offering the most advantageous proposal(s). The initial term of any contract(s) resulting from this RFP will be from date of execution through Jun 30, 2017 with the option to renew for two additional one-year terms at the sole discretion of MAPC. MAPC reserves the right to accept or reject any and all proposals, or any part or parts thereof, and to cancel this solicitation at any time. No bid bond is required.

MAPC Posted: Mon, Sep 19, 2016

CommBuys Posted: Mon, Sep 19, 2016

Goods & Services Bulletin Published: Mon, Sep 19, 2016

Boston Herald Published: Mon, Sep 19, 2016

---

## Table of Contents

Legal Notice.....	2
1 General Information.....	7
1.1 General Information .....	7
1.2 General Submission Requirements .....	7
2 Introduction .....	9
2.1 Introduction.....	9
2.1.1 Metropolitan Area Planning Council.....	9
2.1.2 Collaborative Bid.....	9
2.1.3 Program Goals .....	9
2.1.4 Request for Proposals.....	9
2.1.5 Use of Contracts .....	10
2.1.6 Municipal Subscription Form.....	10
2.1.7 Direction of Work.....	10
2.2 Decision to Use Request for Proposals.....	11
2.3 Applicable Laws .....	11
2.4 Definitions.....	11
2.5 Contract Term .....	12
2.6 Contract Extensions .....	12
2.7 RFP Availability.....	13
2.8 Vendor Conference.....	13
2.9 Bonds .....	13
2.10 Product Presentations.....	14
3 Products and Quantities .....	15
3.1 Scope of Work.....	15
3.2 Products .....	15
3.3 Product Requirements .....	15
3.3.1 General Requirements .....	16
3.4 Additional Equipment and Services .....	16
3.5 Optional Discounts .....	16
3.6 Estimated Quantities.....	17
4 RFP Process.....	18
4.1 Overview.....	18

---

4.2	Procurement Timeline .....	18
4.3	Rule of Award.....	19
4.4	Selection Process .....	19
4.5	Contract.....	20
4.6	Authorization to Proceed.....	21
5	Proposal Preparation .....	22
5.1	General Proposal Requirements .....	22
5.2	Technical Proposal Preparation.....	23
	Tab 1 - Introduction.....	24
	Tab 2 - Minimum Quality Requirements.....	25
	Tab 3 - Qualifications & Experience .....	25
	Tab 4 - References.....	25
	Tab 4 - Products .....	27
5.3	Product Demonstrations .....	27
5.4	Price Proposal Preparation .....	27
	Tab 1 - Introduction.....	28
	Tab 2 - Pricing .....	28
6	Proposal Submittal.....	30
6.1	Proposal Packages .....	30
6.2	Submittal.....	31
6.3	Questions & Addenda.....	31
6.4	Corrections, Modifications & Withdrawal of Proposals.....	32
6.5	Disclosing Who Submitted Proposals .....	32
6.6	Disclosure of Information.....	32
6.7	No Obligation to Proceed .....	33
7	Evaluation Criteria.....	34
7.1	Experience .....	34
	7.1.1 Experience providing AVL systems with GPS .....	34
	7.1.2 Experience working with governmental clients .....	35
	7.1.3 Experience of references with the Proposer.....	35
7.2	Products .....	35
	7.2.1 Product Track Record.....	35
	7.2.2 Ability to provide minimum required functionalities and features .....	36

---

7.2.3	Ability to provide additional functionalities and features desired by the municipalities	36
7.2.4	Durability .....	37
7.3	Training and Technical Support.....	37
7.3.1	Training .....	37
7.3.2	Technical Support.....	37
7.4	Product Demonstrations .....	38
7.4.1	User-friendliness of the solicited hardware and software products.....	38
8	Terms and Conditions.....	39
8.1	Pricing.....	39
8.2	Pricing Adjustments.....	40
8.2.1	Replacement Products.....	40
8.2.2	Market-Wide Decrease.....	40
8.2.3	Government Regulations .....	40
8.3	Subcontractors .....	40
8.4	Performance .....	41
8.5	Method of Acquisition .....	41
8.6	Ordering Goods.....	41
8.7	Post Manufacture Modifications .....	42
8.8	Shipping and Delivery.....	42
8.9	Returns.....	42
8.10	Invoicing.....	43
8.11	Payment by Eligible Parties.....	43
8.12	Reporting Orders .....	43
8.13	Contract Administration Fee .....	44
8.14	Contract Administration and Auditing .....	44
8.15	Indemnification.....	45
8.16	Insurance .....	45
8.17	False Representations .....	46
8.18	Publicity and News Releases.....	46
8.19	Miscellaneous.....	46
9	Required Signature Forms.....	47
10	Sample Contract.....	59

---

11	Sample Municipal Subscription Form .....	72
12	Product Requirements Matrix.....	75
13	Price Matrix .....	76
14	Municipal Fleet Information.....	77
15	MAPC Region .....	78

## 1 General Information

### 1.1 General Information

This is a Request for Proposals (“RFP”) issued by the Metropolitan Area Planning Council (“MAPC”) in partnership with Boston, Brookline, Cambridge, Lexington, Natick, Newton, Somerville, Wakefield, and Westwood on behalf of the 101 MAPC region municipalities and their municipal subdivisions.

<b>Proposal Due Date:</b>	Thu, Oct 20, 2016 at 12:00 PM
<b>Proposal Subject:</b>	Supply and Deliver Hardware and Software for Automatic Vehicle Location (AVL) Systems with GPS
<b>RFP Number:</b>	MAPC 2016 AVL
<b>RFP Availability:</b>	The RFP will be available 10:00 AM – 5:00 PM, Mon – Fri, between Mon, Sep 19, 2016 and Fri, Oct 7, 2016 by contacting Heidi Anderson, MAPC by email at <a href="mailto:handerson@mapc.org">handerson@mapc.org</a> or by phone at 617. 933.0764.
<b>Return RFPs to:</b>	Heidi Anderson  Metropolitan Area Planning Council  60 Temple Place, 6th Floor Reception  Boston, MA 02111

This procurement conforms to the requirements of M.G.L. c. 7 § 22B and M.G.L. c. 30B.

Please read this entire document before responding or submitting questions.

### 1.2 General Submission Requirements

Competitive proposals for the goods and services specified will be received by MAPC, at the above specified location, until the time and date cited. Faxed or emailed submissions will not be accepted. Proposals must be in the actual possession of MAPC on or prior to the exact time and date indicated above according to MAPC’s 6th floor reception area clock. Late proposals will not be considered.

Vendors must submit all materials requested in accordance with the requirements of this RFP and in the order and format requested in order to be considered complete and responsive. Vendors whose proposals are complete and meet Minimum Quality Requirements will have their proposals reviewed. Meeting Minimum Quality Requirements does not mean that a vendor will be selected for the project.

M.G.L. c. 30B §6(b)(3) requires the separate submission of price. Do not make reference to price in

the Technical Proposal. Failure to adhere to this requirement will result in disqualification.

Responses must include the following:

- One original price proposal and one electronic copy of the price proposal on a CD/DVD or USB memory stick in a sealed envelope clearly marked with the words: "MAPC 2016 AVL – Price Proposal" as well as the Proposer's name. Please use the Price Proposal page provided in this RFP.
- One original technical proposal, five hard copies, and one electronic copy of the technical proposal on a CD/DVD or USB memory stick in a sealed envelope or box clearly marked with the words: "MAPC 2016 AVL – Technical Proposal" as well as the Proposer's name.

Responses must include the signed forms provided in this RFP.

See [Section 5](#) for a complete listing of materials required for proposal submission.



## 2 Introduction

### 2.1 Introduction

#### 2.1.1 Metropolitan Area Planning Council

MAPC is the regional planning agency (RPA) for the greater Boston region. It is a governmental entity established by M.G.L. c. 40B § 24, et al, to provide a regional perspective on growth, development, and governance for the welfare of the region. It is qualified to act as a lead jurisdiction under M.G.L. c. 7 §22B.

#### 2.1.2 Collaborative Bid

MAPC and the following municipalities have partnered to issue this collaborative solicitation on behalf of the 101 municipalities in the MAPC region and their municipal subdivisions, and have selected MAPC to act as the lead jurisdiction: Boston, Brookline, Cambridge, Lexington, Natick, Newton, Somerville, Wakefield, and Westwood.

#### 2.1.3 Program Goals

Municipal fleet managers are turning more and more to technology to improve their fleet operations to better manage their resources – and budgets – and to deliver the best services to the public efficiently and effectively.

Winter maintenance operations (snow removal and ice control) in particular can be a challenge because municipalities often have to hire outside operators and equipment to supplement their municipal vehicles and crews. Some of the participating municipalities already use automatic vehicle location (AVL) systems with GPS to some degree as part of their snow and ice removal plans, or have been exploring its use through pilot programs. However, the municipal fleet managers are interested in increasing use to more vehicles and other applications like asset tracking, street sweeping, vector operations, and trash collection.

The municipalities are also interested in taking advantage of the newest technology and advances in functionality. For example, Boston and Brookline have successfully demonstrated the SkyHawk Telematics product. But while each municipality has been looking into new technology, not every municipality will need all the features that a SkyHawk-like system offers. Given the different types of municipalities in the MAPC region – urban and suburban – and the range of possible applications for municipal fleets - no one technology will suit every municipality's needs.

#### 2.1.4 Request for Proposals

The primary objective of this RFP is to provide an efficient and economical way for MAPC municipalities to purchase the hardware and software to support automatic vehicle location (AVL) systems with GPS to: 1) use as a fleet management tool; 2) expand current usage to additional vehicles; 3) expand current usage to additional applications; and 3) upgrade existing systems to

newer technology that provides for better service to residents and a more sophisticated management of fleet resources. Through this procurement MAPC intends to provide a selection of AVL solutions reflecting the range of proven technology.

It is intended to obtain access to and guaranteed pricing for a range of AVL technology available exclusively to MAPC municipalities through a set of uniform contracts. MAPC and the participating municipalities anticipate that multiple contracts may be awarded as a result of this RFP.

#### **2.1.5 Use of Contracts**

Use of resulting contracts is voluntary. This solicitation is intended to provide access to qualified vendors within the controlling laws of the Commonwealth of Massachusetts. It does not constitute or imply a firm commitment by any eligible party to purchase equipment, goods or services from any contracted vendor. The ability of contracted vendors to perform as proposed, to be price competitive, and to offer quality products and service will be key to their sales success. Nothing in this RFP shall be interpreted as a restriction upon an eligible party from buying any item or similar product by any other means, from any other vendors, or from the selected vendors at any time during the contract term.

Eligible parties will be the Buyers under contract(s) awarded through this RFP. All transactions between eligible parties and contracted vendor(s) will be solely between those parties. Neither MAPC, the participating municipalities, nor any other eligible party will be held liable by the vendor (s) or another eligible party for any loss or liability, other than payment for delivered products as may be limited herein, incurred as a result of this procurement.

#### **2.1.6 Municipal Subscription Form**

Any eligible entity that wishes to use a the services of selected vendor under a contract resulting from this RFP will be required to complete and sign a “Municipal Subscription Form” agreement and submit to MAPC prior to engaging the services of any vendor. A sample “Municipal Subscription Form” can be found in Section 11 of the RFP.

Once the “Municipal Subscription Form” agreement has been executed by the eligible party and submitted to MAPC, the eligible party will be responsible for managing and directing the work of the selected vendor for all work orders initiated by the municipality.

Under this subscription agreement and pursuant to the contract, any eligible entity engaging the services of the selected vendor agrees to submit to MAPC, upon request, copies of all documentation of work performed by the vendor under this contract for the eligible entity including, but not limited to, work orders, amendments, extensions, and invoices, work order amendments, and work extensions at their time of issuance.

#### **2.1.7 Direction of Work**

MAPC will award and administer the contract(s) on behalf of the participating municipalities.

Any eligible party that subscribes to purchase the equipment or services of a selected vendor under any resulting contracts will be responsible for managing and directing the work of the selected vendor for all purchase orders and work orders initiated by the municipality.

## 2.2 Decision to Use Request for Proposals

MAPC and the participating municipalities have determined in accordance with M.G.L. c. 30B § 6(a) that the procurement of automatic vehicle locations systems is best served by utilizing an RFP process. Such a process will enable MAPC and the municipalities to evaluate key factors such as vendors' qualifications, technical features, terms and conditions, commitments to service as well as the availability of a range of suitable products. It is important that MAPC and the municipalities have the ability to select the most advantageous proposals based on such factors in addition to cost.

MAPC reserves the right to cancel all or any part of this solicitation if in its judgment doing so is in the best interest of MAPC and the eligible entities. MAPC also reserves the right to accept or reject, in whole or in part, any and all proposals as permitted by law.

## 2.3 Applicable Laws

This procurement is conducted in conformance with M.G.L. c. 7 § 22B and M.G.L. c. 30B.

Government entities are generally exempt from Massachusetts sales tax and U.S. excise tax. Vendors should require that Buyers provide a tax exempt certificate with their orders.

## 2.4 Definitions

The following terms and definitions are used in this Request for Proposals (RFP).

<u>Term</u>	<u>Definition</u>
Buyer/Eligible Buyer	Agent of an eligible entity who has subscribed to the contract resulting from this procurement. Use in the singular includes the plural.
Contract	Any agreement or agreements resulting from this procurement.
Days	Calendar days, unless otherwise specified.
Eligible Entities/Eligible Parties	Any of the 101 MAPC region municipalities, and their municipal subdivision, on whose behalf MAPC, and the participating municipalities, is conducting this procurement. Municipal subdivisions include, but not limited to, their

---

	general governments, school departments, school districts, regional school districts, housing authorities, utility districts, and park and recreation districts. A list of MAPC region municipalities is provided in <u>Section 15</u> .
Participating Municipalities	The Cities of Boston, Cambridge, Newton, Somerville and the Towns of Brookline, Lexington, Natick, Wakefield, and Westwood.
Performance	Any act by a vendor required or intended to provide or further the provision of a product or service to a Buyer, including adherence to pricing, availability, performance periods and all other promises made in a contractor's proposal, and promises regarding quality of workmanship and written or implied warranties.
Product(s)	General reference to any and all items offered in a proposal.
Proposer/Bidder	Any vendor who submits a proposal in response to this solicitation.
Purchase/Purchase Order	Any binding written expression of intent to purchase conveyed by a Buyer to a Vendor.
RFP	This request for proposals.
Vendor	A provider of the product or service that is the subject of this RFP and to whom a contract has been awarded under this procurement. Use in the singular includes the plural.

---

## 2.5 Contract Term

The term of any contract(s) awarded under this solicitation will be from the date of execution through Jun 30, 2017.

## 2.6 Contract Extensions

Each contract will be eligible for two (2) additional one-year extensions, ending Jun 30, 2018 and Jun 30, 2019. In the event new contracts have not been procured and awarded by Jun 30, 2019, MAPC may elect to extend current contracts for an additional period of time until new contracts have been

procured and awarded. However, in no instance shall any contract term, including extensions, exceed three years in total.

Contract extensions are not automatic. The decision to exercise an option to extend will be based on a determination that it is more advantageous for MAPC and the participating municipalities to exercise the option rather than undertake a new procurement as well as consideration of vendor performance. MAPC reserves sole discretion to extend contracts in consultation with the participating municipalities.

Except as provided elsewhere in this RFP, there will be no change in the terms and conditions, proposal prices, or products offered during the contract periods.

## **2.7 RFP Availability**

The RFP will be available 10:00 AM – 5:00 PM, Mon – Fri, between Mon, Sep 19, 2016 and Fri, Oct 7, 2016 by contacting Heidi Anderson at MAPC via email at [handerson@mapc.org](mailto:handerson@mapc.org). Email requests must contain vendor's:

- contact person name
- company name
- street address, city, state and zip
- phone and fax numbers, and email address

RFP documents will be emailed unless delivery via U.S. Mail is specified by the requestor.

All questions and other communications related to this RFP should be directed to Heidi Anderson in writing at [handerson@mapc.org](mailto:handerson@mapc.org).

## **2.8 Vendor Conference**

There will be a Vendor Conference for interested, prospective Proposers on Tue, Oct 11, 2016 from 1:00 PM – 3:00 PM at MAPC, 60 Temple Place, 3<sup>rd</sup> Floor, Boston, MA 02111.

Although this conference is not mandatory, prospective Proposers are encouraged to attend.

Following the Vendor Conference, prospective Proposers will be required to submit in writing via email any questions they asked during the conference. MAPC will use those written versions of the questions and any follow up questions to draft an addendum. This will ensure that MAPC fully understands Proposer's questions, and will avoid misinterpretations of any verbal responses offered during the Vendor Conference. MAPC will not provide, authorize, or honor any alleged oral responses that have not been documented via an addendum.

## **2.9 Bonds**

Bid Bonds and Performance Bonds are not required.

## ***2.10 Product Presentations***

The Evaluation Committee reserves the right to hold product presentations. Product presentations will take place on Day, Date [TBD], Day, Date [TBD], and Day, Date [TBD] at Location [TBD]. Proposers will be notified by Day, Date [TBD] informing them what time and date they are invited to present.

## 3 Products and Quantities

### 3.1 Scope of Work

Many municipalities already use automatic vehicle location (AVL) systems with GPS as part of their snow and ice removal plans, or have been exploring their use through pilot programs. However, municipal fleet managers are interested in other applications like street sweeping and trash collection. The participating municipalities are interested in technology that will support multiple fleet operations to increase their return on investment.

The purpose of this RFP is to identify one or more vendors to provide competitive pricing for the hardware and software necessary to provide automatic vehicle location (AVL) systems with GPS to the municipalities participating in this collaborative bid as well as the other municipalities in the MAPC region.

Significant sales potential exists because the resulting contracts will allow the departments to reduce expenses through volume purchasing and without the need to duplicate the formal solicitation process and expend staff resources and funds. The successful vendor or vendors will provide their entire catalogs at discounted pricing in order that the municipalities who wish to access the contracts may order a broad range of goods and services as needed.

### 3.2 Products

Proposed automatic vehicle location (AVL) systems with GPS will include some or all of the following: base station hardware; software (licensing); sensors and software integration; in-vehicle units; training (3 days on site); repair and maintenance; system integration; add data channel to radio system; and customizations. The proposed systems will also be able to be used for multiple fleet operations, i.e. winter maintenance, street sweeping, etc.

It is expected that this procurement will result in multiple vendors being selected. Proposers should propose the products and systems they believe will be the most attractive to the municipalities.

### 3.3 Product Requirements

A spreadsheet is provided in [Section 12](#) with minimum product requirements. These specifications, used by the City of Newton to purchase 90 units in 2013, will serve as a baseline for evaluation of proposed systems. The spreadsheet also lists those additional features and functionalities the participating municipalities have identified as desirable in any system they expect to purchase.

In order to respond to this RFP, the spreadsheet must be filled out with answers in the format noted for each row: either YES/NO. Answer N/A (“Not Applicable”) for specifications that do not apply to a Proposer’s product. If the Proposer is bidding multiple types of products, separate spreadsheets may be used for each product type. All specifications are required unless otherwise noted. If answering “NO” to a required specification, Proposer must explain how the requirement will be met in an alternative way, or provide a plan and timeline for meeting the requirement. An electronic, editable

version will also be provided. Submissions must include this information in an editable electronic format.

### **3.3.1 General Requirements**

All products must be new and fully serviceable, and suited to their intended use consistent with the manufacturers' specifications and representations, and any additional representations made by the Proposer.

Used and refurbished items will not be accepted without the prior written consent of an eligible party's representative. Pricing for such items must be further discounted from contract prices and agreed to by Buyers in writing prior to shipping. Buyers may reject deliveries of such items if not satisfied with their delivered condition.

Products must be serviceable for use in harsh New England winters. Proposers should identify all features making their products particularly serviceable for use in New England.

Products must use proven, state-of-the-art technology with verifiable track record for both hardware and software.

### **3.4 Additional Equipment and Services**

Additional equipment and services not itemized in a Proposer's Price Proposal cannot be purchased from an awarded contract. Any additional equipment or services not itemized in a Proposer's Price Proposal, but which a Proposer will provide and/or install at additional cost to the Buyer, must still be otherwise acquired by the Buyer in compliance with applicable Massachusetts procurement laws. Buyers must by law competitively procure goods and/or services costing \$10,000 and over.

Proposers should keep in mind that additional items may not be added to pricing lists one contracts have been awarded.

### **3.5 Optional Discounts**

MAPC encourages Proposers to offer a variety of discounts whether through volume purchase discounts or prompt payment discounts e.g. payment time period from time of receipt and acceptance based on Net 10, Net 15, Net 30 days, etc. Any discounts offered are in addition to the unit prices offered in their Price Proposal.

Proposers should familiarize themselves with M.G.L. c. 41, s. 56 relating to payments of bills by municipalities when offering prompt payment discounts and other types of discounts to Massachusetts municipal customers. M.G.L. c. 41, s. 56 prohibits the pre-payment of bills for any goods or services before the goods are delivered or the services rendered.



### **3.6 *Estimated Quantities***

MAPC is unable to give a definitive estimate of quantities that may be purchased through this procurement. However, the number and types of municipal owned vehicles and contractor vehicles currently used for winter maintenance by the interested, participating municipalities can be used as a benchmark. The participating municipalities have provided this information in the spreadsheet in [Section 14](#) – Municipal Fleet Information.

The participating municipalities that have actively expressed interest in purchasing through this procurement include: Boston, Brookline, Cambridge, Lexington, Natick, Newton, Somerville, Wakefield, and Westwood.

These are estimates only and not guaranteed. MAPC and the participating municipalities reserve the right to increase or decrease quantities subject to appropriation or other availability of funds and in accordance with M.G.L. c. 30B and relevant local, state, and federal statutes and regulations.

The ability of contracted vendors to perform as proposed, to be price competitive, and to offer quality products and service will be key to their sales success.

## 4 RFP Process

### 4.1 Overview

This procurement process is comprised of the following elements.

- This solicitation
- Receipt of Proposals
- Qualification of Proposers
- Evaluation of Technical Proposals
- Product Presentations
- Evaluation of Price Proposals
- Determinations of Awards
- Contract Executions
- Program Implementation
- Contract Extensions

While it is the intention of MAPC to award contracts by way of this procurement, MAPC reserves the right to cancel all or any section of this solicitation if in its judgment doing so is in the best interest of MAPC and eligible entities.

### 4.2 Procurement Timeline

1. Advertise in Boston Herald	Mon, Sep 19, 2016
2. Advertise in Goods & Services Bulletin	Mon, Sep 19, 2016
3. Post to MAPC	Mon, Sep 19, 2016
4. Post to CommBuys	Mon, Sep 19, 2016
5. RFP Available	10:00 AM – 5:00 PM, Mon – Fri, between Mon, Sep 19, 2016 and Fri, Oct 7, 2016
6. Vendor Conference	Tue, Oct 11, 2016 from 1:00 PM – 3:00 PM at MAPC, 60 Temple Place, 3 <sup>rd</sup> Floor, Boston, MA 02111.
7. Last day to submit Written Questions	Wed, Oct 12, 2016, 12:00 PM
8. Last Addenda Issued	Fri, Oct 14, 2016, 5:00 PM

9. Proposal Due Date	Thu, Oct 20, 2016, 12:00 PM
10. Product Presentations	Day, Date, Day, Date, and Day, Date at Location. [TBD]
11. Anticipated Notice of Awards	Late October/Early November 2016

All questions and other communications related to this RFP should be directed to Heidi Anderson at [handerson@mapc.org](mailto:handerson@mapc.org) or 617.933.0764.

### **4.3 Rule of Award**

MAPC and its partners have determined that identification of the most highly advantageous proposals for the goods and services called for in this RFP requires comparative judgment of factors in addition to cost. Contracts will be awarded to those eligible, responsive, and responsible vendors whose proposals are determined to be the overall most highly advantageous taking into consideration Minimum Quality Requirements, comparative evaluation criteria set forth in the RFP, and composite ratings as well as price.

An Evaluation Committee selected by MAPC will evaluate proposals and recommend awards by MAPC to the responsible and responsive Proposers whose proposals it determines to be the most overall highly advantageous of those received. MAPC, as the contracting authority, will make the final determination of awards. Although multiple contracts are expected to be awarded, the number of awards will be determined on the basis of the competitiveness of the proposals received.

Only those vendors who submit all required forms and materials and whose proposals conform to the requirements set out in this RFP will be considered responsive. Determination that a vendor is responsible (i.e. vendor has the integrity, capability, and reliability to do the work) will be based upon an evaluation of references. MAPC reserves the right to perform whatever additional due diligence they deem necessary to determine that the Proposer is responsible including, but not limited to, acting as their own reference.

### **4.4 Selection Process**

In accordance with M.G.L. c. 30B, Technical Proposals must be evaluated by either MAPC or an evaluation committee selected by MAPC. This procurement will employ an evaluation committee. The names of evaluators are not a matter of public record prior to, or during the evaluation process.

Committee members will independently review all proposals that meet the Minimum Quality Requirements listed in this document. They will evaluate the proposals based on the evaluation criteria set out in this document. Each Evaluation Committee member will assign a rating to each evaluation criterion. MAPC will then convene the Committee to review their evaluations and attempt to arrive at agreement on composite ratings for each proposal.

The Evaluation Committee will assign each responsive Technical Proposal submitted by Proposers one of the following composite ratings:

- Highly Advantageous
- Advantageous
- Not Advantageous
- Unacceptable

MAPC may request additional clarifying information from a Proposer during this evaluation process.

After a rating has been determined for each Technical Proposal, MAPC or its designee will open and review the Price Proposals and determine the most highly advantageous proposals, taking into consideration the composite ratings and price.

Although proposals that are not the lowest in price may be selected for award, price is still a factor.

In selecting proposals that are not the lowest in cost, MAPC will explain in writing why the added benefits of the selected proposals justify the higher prices. The evaluation team is permitted to recommend that contracts be awarded to more than one vendor if it determines that such an award will best serve the intent of this RFP and the interests of the eligible parties.

#### **4.5 Contract**

A sample copy of MAPC's standard contract can be found in [Section 10](#) of this RFP. Proposers must be willing to sign MAPC's contract. MAPC will not accept a Proposer's own terms & conditions.

Contract Terms will be for periods as set out in [Section 2](#) of this RFP.

MAPC will make all reasonable efforts to award contracts within thirty (30) days of the Proposal Due Date. The time for award may be extended for up to an additional thirty (30) days, for a total of sixty (60) days, by mutual agreement between MAPC and selected Proposers.

Contract recipients must return executed originals to MAPC within seven (7) business days of their receipt of contracts signed by MAPC.

This RFP document, any Addenda issued, all included forms and requirements, and vendor's proposal will be incorporated by reference into any resulting contract.

All relevant correspondence giving rise to obligations of the parties or clarification of the business relationship defined by the aggregation of RFP related documents will also be incorporated by reference into any resulting contract.

Except, as provided elsewhere in this RFP, there will be no change in terms and conditions, proposal prices, or product specifications during the Contract term and extension thereof.

Vendor refusal to execute contracts, or failure to return executed originals within the specified timeframe without MAPC's written consent, will result in cancellation of the award, and a negative reference regarding future MAPC procurements.

#### ***4.6 Authorization to Proceed***

Upon receipt of executed contracts from vendors, MAPC will issue a written "Authorization to Proceed" after which vendors must begin accepting orders in full compliance with the requirements of this RFP and their Proposals within fifteen (15) days.

MAPC will notify the participating municipalities that Buyers may make purchases from the selected vendors as executed contracts are received. MAPC will also provide downloadable versions of the RFP, successful proposals, and executed contract documents on its website at <http://mapc.org> for the purpose of full disclosure and cross-referencing by Buyers.

Vendors will be required to implement without undue delay all other commitments required by the RFP and their contract, as well as those voluntarily offered in their proposals.

## 5 Proposal Preparation

Proposers are reminded that all information and statements provided will be considered true, accurate, and binding representations of the Proposer's intentions and commitment in responding to this RFP. Any such representations constitute legal obligations on the part of the Proposer to perform as stated and that failure to so perform may be used as grounds to terminate the contracts.

### 5.1 General Proposal Requirements

The following General Proposal Requirements and cautions apply to proposal preparation.

- For purposes of this RFP, the Proposer is the vendor who submits a proposal in response to this solicitation and will be the party executing a contract.
- Proposals must be received by MAPC at their reception desk at 60 Temple Place, 6th Floor, Boston, MA 02111 no later than Thu, Oct 20, 2016 at 12:00 PM as indicated on the clock in MAPC's reception area.
- M.G.L. c. 30B § 6(b) requires the "separate submission of price." Price Proposals and Technical Proposals must be submitted in separate, sealed packages.
- Proposers must submit all required documents, forms, and materials as instructed in this RFP in the order and format specified and meet the Minimum Quality Requirements in order to be considered responsive. Proposers who have done so will be evaluated, but are not guaranteed a contract.
- All proposals must contain all originally completed and signed forms provided in this RFP. Faxed or emailed pages will not be considered.
- The proposal document must be submitted with original ink signatures by the person authorized to sign the proposal (blue ink is preferred).
- Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Proof of such authorization must be included.
- The proposal must indicate the responsible entity, which must also be the signatory on all documents.
- Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity.
- Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a consortium, joint venture, or team to perform will not relieve the other party or parties of total responsibility for performance.

- All forms must be signed by the same authorized person for the Proposer who will be signing the contract.
- Erasures, between the lines insertions or other modifications to a proposal must be initialed in original ink by the authorized person signing the offer.
- Periods of time, stated as a number of days, shall be calendar days unless otherwise indicated.
- It is the responsibility of all Proposers to examine the entire RFP packet and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after the proposal due date.
- Electronic copies should be submitted on labeled CD/DVD or USB memory stick. Electronic versions must mirror paper versions exactly.
- Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and will be weighed as such in the evaluation phase.
- Since all or a portion of the successful RFP response may be incorporated into any ensuing contract, all prospective Proposers are further cautioned not to make claims or statements that cannot be subsequently included in a legally binding agreement.
- In all cases where a Proposer offers a product or service, including, but not limited to warranty, that exceeds any standards or specifications or requirements set out in this RFP, such offers will be considered binding obligations requiring performance by the Proposer.
- Neither MAPC, nor the listed municipalities assume liability for and will not reimburse any costs or expenses incurred by any Proposer (whether or not selected) in developing proposals in response to this RFP.
- Proposals will remain in effect for a period of sixty days from the deadline for submission of proposals, until Notice of Award is made, or this RFP is canceled whichever comes first.

## ***5.2 Technical Proposal Preparation***

Technical Proposals must be submitted in the following required format:

- Sections must be separated using tabbed divider pages.
- Tabbed divider pages must be labeled with the required tab headings.

- Include all detailed information and supporting documentation necessary to satisfy all requirements of this RFP and enable the evaluation of the proposals against the Evaluation Criteria.
- Emphasis should be on completeness and clarity of the content. Special bindings, colored displays, promotional materials, etc., are not necessary or desired.

Technical Proposals must be divided into the following tabbed sections:

- Tab 1 - Introduction
- Tab 2 - Minimum Quality Requirements
- Tab 3 - Qualifications & Experience
- Tab 4 - References
- Tab 5 - Products

#### **Tab 1 - Introduction**

In Tab 1 of their Technical Proposals, Proposers must submit a Cover Letter and complete and submit the forms provided in Section 9 of the RFP in the following order:

- Cover Letter on Proposer's Letterhead (See Section 9 for template)
- Proposal Signature Page
- Certificate of Non-Collusion
- Certificate of Tax Compliance
- Conflict of Interest Certification
- Certificate of Compliance with M.G.L. c. 151B
- Certificate of Non-Debarment
- Additional Certifications

Proposer must also provide the following additional information:

- Certificate of Authority – Corporate (if applicable)
- IRS Form W9



- List of subcontractors with full contact information (if applicable)

### **Tab 2 - Minimum Quality Requirements**

Proposers must meet certain Minimum Quality Requirements in order to be considered for further evaluation and contract award under this RFP.

In Tab 2 of their Technical Proposals, Proposers must complete and submit the “Minimum Quality Requirements Form” provided in Section 9 of the RFP. Proposers must provide evidence and attestation supporting their ability to meet each of the Minimum Quality Requirements.

Failure to respond affirmatively to any of the quality requirements, or providing a qualifying statement will result in rejection of the proposal.

### **Tab 3 - Qualifications & Experience**

Proposers must present clear and concise evidence indicating ability to comply with the RFP requirements and to provide and deliver the specified products and services to the Buyers.

In Tab 3, Qualifications & Experience, the Proposer must provide the following:

- A description of the experience of the Proposer in providing the specified products.
- A description of the Proposer’s history of working with municipal governments or other similar governmental or institutional clients, including the scope and duration of such engagements.
- A description of the Proposer’s service and support organizations and plans.
- A description of the Proposer’s product warranties and satisfaction guarantee policy.
- A list of any other specific qualifications the Proposer has in supplying the goods and services listed in this proposal.

The “Qualifications & Experience” measures listed above, which Proposers are asked to describe, will inform the criteria by which the Technical Proposals will be evaluated. Section 6 “Evaluation Criteria” further describes the criteria by which Technical Proposals will be evaluated.

### **Tab 4 - References**

In Tab 4, the Proposer shall provide references for minimum of three (3) contracts/orders with governmental and/or commercial customers that demonstrate recent and relevant past performance of similar scope, size and complexity of services identified. Recent is defined as within the last three (3) years. Relevant is the provision of products and/or services similar in complexity, magnitude and type as described in this RFP. Publicly bid contracts are preferred, but not mandatory.

The Proposer shall provide a detailed summary of the product and work performed for each past performance submitted. Where possible the Evaluation Committee intends to contact references to verify project scope and dollar value and obtain additional past performance information. The Proposer shall provide telephone and e-mail contact information for the key personnel for each reference.

References

Project Name
Owner
City/State
Period of Contract
Contract \$ Value
Period of Contract
Publicly Bid? YES or NO
Summary of Services Provided to Reference
Point of Contact (PoC) Name
PoC Title
PoC Email
PoC Phone

References will be asked to describe past performance in the following areas:

- Installation schedule performance;
- Operation of hardware and software within specification parameters;
- Quality (compliance with contract terms, conditions and specifications);
- Field product support; and
- Warranty performance (response to service calls).

#### **Tab 4 - Products**

In this section, the Proposer shall submit the following:

- A statement that all of Proposer's products submitted for consideration meet the Standards described in Section 3 and Section 12 of this RFP.
- Fill out product specification spreadsheet included in Section 12 of the RFP. Respond where indicated with YES/NO unless otherwise noted. If the Proposer offers multiple products, separate columns, tabs, or spreadsheets can be used to respond to each specification separately for different products.
- If the proposed system does not meet a specific requirement included in the spreadsheet in Section 12 of the RFP, or if it is necessary to eliminate or modify any of the requirements, indicate within the spreadsheet how this omission or modification will be remedied or mitigated.
- Proven track record of the proposed hardware and software will be a consideration.
- Only ongoing products should be proposed. Proposer must state these products will NOT be discontinued for at least 18 months after delivery.
- Describe options for pilot installation.
- Describe alternative purchasing arrangements, including, but not limited to, lease-to-purchase.
- Describe system roll-out process and timeline, from inquiry, to purchase order, to installation, to training, to ongoing operation. Address ability to roll out simultaneously in multiple communities.

### **5.3 Product Demonstrations**

Product demonstrations may be held to give members of the Evaluation Committee an opportunity, to the greatest extent feasible, to test hardware and software features. The demonstrations should include both hardware and software products being proposed, and be presented, to the greatest extent feasible, by the Proposer's representative who will serve as the ongoing point of contact for training of municipal staff and technical support.

Product Demonstrations may not make reference to the Price Proposal, nor include additional technical information beyond what is included in the Technical Proposal.

### **5.4 Price Proposal Preparation**

Price Proposals must be submitted in the following required format:

- Sections must be separated using tabbed divider pages.
- Tabbed divider pages must be labeled with the required tab headings.
- Include all detailed information and supporting documentation necessary to satisfy all requirements of this RFP

Price Proposals must be divided into the following tabbed sections:

- Tab 1 – Introduction
- Tab 2 – Pricing

### **Tab 1 - Introduction**

In Tab 1 of their Price Proposals, Proposers must provide the following required forms provided in this RFP:

- Price Proposal Signature Page

### **Tab 2 – Pricing**

The awarded vendors will supply products to participating municipalities at the same price and terms.

In this section Proposer must provide the following:

- Proposer shall submit a Price Proposal for one or more products that meet or exceed the Standards in Section 3 and Section 12 of this RFP. Proposers do not need to submit proposals for all products Proposer offers to be considered in this RFP.
- Proposed pricing must only appear as part of the Price Proposal. Inclusion of proposed pricing in the Technical Proposal will cause vendor disqualification.
- Catalogs and price lists should contain product illustration and descriptions, item reference numbers, unit prices and quantity price variations (as normally applied).
- Price Proposals should be submitted in a format that is clear, logical and easily interpreted.
- A spreadsheet bearing the title “Price Proposal in Response to RFP# MAPC 2016 AVL ” that sets out all pricing and costs associated with providing the hardware and software necessary for supplying and delivering the AVL system or systems, including, but not limited to base station hardware; software (licensing); data; sensors and software integration; in-vehicle units; training (3 days on site); repair and maintenance; system integration; add data channel to radio system; customizations; and extended warranties. Proposers should use the pricing

matrix spreadsheet provided in Section 13 of the RFP as a template. An electronic, editable version will be provided for Proposers to fill in with this information.

- All prices quoted must be exclusive of Massachusetts sales tax, use tax and federal excise tax.
- Proposers may update contract catalogs no more frequently than once during the term of any contract or contract extension and no sooner than the first day of the next extended contract period.
- Document potential Return on Investment by comparing price of AVL system with increased efficiencies or decreased costs associated with implementing Proposer's system. Use actual data from other systems if applicable.

## 6 Proposal Submittal

### 6.1 Proposal Packages

M.G.L. c. 30B § 6(b) requires the “separate submission of price.” Do not make reference to price in the Technical Proposal. Failure to adhere to this requirement will result in disqualification.

Price Proposals and Technical Proposals must be submitted in separate, sealed packages.

The Sealed Technical Proposal displays on all outer and inner packaging including shipping packaging

---

- RFP#
- Proposer Name
- Proposal Due Date

The Sealed Technical Proposal Contains

---

- One (1) unbound paper original
- Five (5) bound paper copies
- One (1) electronic single-file, searchable PDF copy on a properly labeled, portable media
- One (1) electronic Microsoft Excel copy of the product specification spreadsheet included in Appendix A of this RFP on a properly labeled, portable media.

The Sealed Price Proposal displays on all outer and inner packaging including shipping packaging

---

- RFP#
- Proposer Name
- Proposal Due Date

The Sealed Price Proposal Contains

---

- One (1) unbound paper original
- One (1) electronic single-file, searchable PDF copy on a properly labeled, portable media

- One (1) electronic Microsoft Excel copy of the price matrix included in Appendix B of this RFP on a properly labeled, portable media.

## 6.2 Submittal

Submit Proposals To:

Heidi Anderson

Metropolitan Area Planning Council

60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111

No later than Thu, Oct 20, 2016 at 12:00 PM as read on the clock in the 6<sup>th</sup> floor MAPC lobby.

If at the time of the scheduled proposal due date the designated site is unavailable due to circumstances beyond the control of MAPC, the proposal due date will be automatically postponed (with or without notice to potential Proposers until 12:00 PM at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the proposal due date will be formally postponed with notification to all parties provided documents by MAPC. Proposals will be accepted until any postponement time.

Late proposals will be considered non-responsive and will be rejected. It is the sole responsibility of a Proposer to ensure that the proposal arrives on time at the designated place. It is strongly recommended that proposals are mailed or delivered in advance of the due date and time.

## 6.3 Questions & Addenda

Failure of any Proposers to read and become familiar with any portion of this RFP will not relieve them from any of the obligations described herein, whether they may be required during review of the proposals, or performance required under a contract. MAPC will not provide, authorize or honor any alleged oral responses.

Proposers are asked to notify MAPC promptly of any ambiguities, inconsistencies or errors they discover upon examination of the RFP. Questions and inquiries will not be answered directly. All questions and requests for clarification must be received ***in writing via email*** by Wed, Oct 12, 2016 by 12:00 PM to [handerson@mapc.org](mailto:handerson@mapc.org).

Responses to inquiries regarding interpretation or clarification that affect all Proposers and corrections or changes to the RFP will be issued as Addenda. Addenda will be distributed via email or fax to all parties that MAPC is aware have obtained the RFP no later than the "Addenda Issued" date above, unless notification otherwise has been sent to all parties. In such an event, MAPC may elect to alter the proposal due date.

If such requestor notifications are received after the “Addenda Issue” date, then MAPC, in its sole discretion, will determine if additional addenda are required and whether to alter the proposal due date. MAPC will advise all prospective Proposers of such activity.

MAPC reserves the right to disqualify any Proposer that it believes to be interfering with this procurement by raising irrelevant, nuisance, or diversionary issues in order to delay or render the procurement invalid, whether timely or not.

Proposers should contact either of the MAPC contacts above if they are concerned that they have not received an addendum.

MAPC maintains a record of addenda sent to all parties who have received the RFP documents. Confirmation of a successfully sent (i.e. received) fax or the lack of a return email message that an email delivery failed will be considered proof of delivery. To ensure that Proposers have taken all addenda into consideration, acknowledgement of receipt of each addendum issued must be noted in the space “Addendum #” provided on the Proposal Signature Page provided in this RFP.

#### ***6.4 Corrections, Modifications & Withdrawal of Proposals***

Proposals must be unconditional. However, a Proposer may correct, modify, or withdraw a proposal by written notice if received by MAPC prior to the proposal due date. Modifications must be submitted in a sealed envelope clearly labeled “Modification No. \_\_\_”. Each modification must be numbered in sequence and must reference the original RFP.

Proposers may not, after the proposal due date, change any provision of the proposal in a manner prejudicial to the interest of MAPC, eligible entities, or fair competition. Minor informalities e.g. minor deviations, insignificant mistakes, and matters of form rather than substance, will be waived or the Proposer will be allowed to correct them. If a mistake is obvious and the intended correct wording, figure or calculation is clearly evident on the face of the proposal document, the mistake will be changed to reflect the apparent correct meaning and the Proposer will be notified in writing; however, the Proposer may not withdraw the proposal. A Proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording, figure or calculation is not similarly evident.

#### ***6.5 Disclosing Who Submitted Proposals***

A register of the names of Proposers who have submitted will be open for public inspection following the opening of the technical proposals. Proposals will be confidential until the completion of the evaluations, or until the time for acceptance specified in the RFP, whichever is earlier. All submissions will be public records. Do not submit confidential materials.

#### ***6.6 Disclosure of Information***

Submission of a proposal shall be deemed acknowledgement that the Proposer is familiar with the Massachusetts Public Records Law, M.G.L. c. 66 § 10 and is bound thereby. Disclosure of any



information provided by a Proposer in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to M.G.L. c. 66 § 10. To review copies of proposals after contracts have been awarded, submit a written request in compliance with the Massachusetts Public Record Law to the RFP contact person identified in this RFP.

### ***6.7 No Obligation to Proceed***

MAPC is under no obligation to proceed with this project and may cancel this RFP at any time without the substitution of another, if such cancellation is deemed in the best interest of MAPC and/or eligible entities. MAPC reserves the right to reject any or all proposals, as well as the right to waive informalities and minor irregularities in offers received. Furthermore, MAPC may issue a new or modified RFP, if doing so is found to be in the best interest of MAPC and/or eligible entities.

## 7 Evaluation Criteria

Proposals that meet the Minimum Quality Requirements will be evaluated according to the following comparative evaluation criteria.

The Technical Proposals will be evaluated in the following categories:

- Experience
  - Experience of Proposer in providing AVL systems with GPS
  - Experience of Proposer in providing AVL systems with GPS to governmental clients
  - Experience of references with Proposer
- Products
  - Proven track record of products
  - Ability to provide minimum required functionalities and features of the solicited products
  - Ability to provide additional functionalities and features desired by the municipalities
  - Durability
- Training and Technical Support
  - Training of local staff
  - Technical support and service
- Product Demonstrations
  - User-friendliness of the solicited hardware and software products

Described below are the characteristics that would make up a *Highly Advantageous*, *Advantageous*, and *Not Advantageous* response in each of those categories.

### 7.1 Experience

#### 7.1.1 Experience providing AVL systems with GPS

Rating	Criteria
--------	----------

<i>Highly Advantageous</i>	The Proposer has more than five years experience providing
----------------------------	--

AVL systems with GPS.

*Advantageous* The Proposer has one or more years experience providing AVL systems with GPS.

*Not Advantageous* The Proposer has less than one year of experience providing AVL systems with GPS.

### 7.1.2 Experience working with governmental clients

Rating	Criteria
--------	----------

<i>Highly Advantageous</i>	The Proposer has provided AVL systems with GPS to more than five government clients within the past five years.
----------------------------	---

<i>Advantageous</i>	The Proposer has provided AVL systems with GPS to at least one government client within the past five years.
---------------------	--

<i>Not Advantageous</i>	The Proposer has not provided AVL systems with GPS to any government clients.
-------------------------	---

### 7.1.3 Experience of references with the Proposer

Rating	Criteria
--------	----------

<i>Highly Advantageous</i>	Three references contacted by the Evaluation Committee commented substantively and positively on their experiences with the Proposer and gave highly positive recommendations.
----------------------------	--

<i>Advantageous</i>	Three references contacted by the Evaluation Committee commented in a generally positive manner on their experiences with the Proposer.
---------------------	---

<i>Not Advantageous</i>	Less than three references were provided, or one or more references commented negatively on their experiences with the Proposer.
-------------------------	--

## 7.2 Products

### 7.2.1 Product Track Record

Rating	Criteria
--------	----------

<i>Highly Advantageous</i>	The specific products and services proposed have been successfully operating for more than one year in two or more government jurisdictions.
----------------------------	--

*Advantageous* The specific products and services proposed have been successfully operating for up to 1 year in at least one government jurisdiction.

*Not Advantageous* The specific products and services proposed have not been successfully operating in any government jurisdiction for at least one year.

### 7.2.2 Ability to provide minimum required functionalities and features

Rating	Criteria
--------	----------

<i>Highly Advantageous</i>	The proposal indicates that the proposed system provides at least 75% of the minimum required functionalities and features specified in <u>Section 12</u> without modification, or proposes compensatory elements and explains fully how these will result in an equivalent (or greater) level of functionality.
----------------------------	--

<i>Advantageous</i>	The proposal indicates that the proposed system provides more than 25% of the minimum required functionalities and features specified in <u>Section 12</u> , but explains fully how these omissions will not result in any significant loss of functionality.
---------------------	---

<i>Not Advantageous</i>	The proposal indicates that the proposed system does not provide at least 25% of the minimum required functionalities and features specified in <u>Section 12</u> and does not explain fully how these omissions will not result in any significant loss of functionality.
-------------------------	--

### 7.2.3 Ability to provide additional functionalities and features desired by the municipalities

Rating	Criteria
--------	----------

<i>Highly Advantageous</i>	The proposal indicates that the proposed system provides 50% or more of the additional desired functionalities and features specified in <u>Section 12</u> without modification, or proposes compensatory elements and explains fully how these will result in an equivalent (or greater) level of functionality.
----------------------------	---

<i>Advantageous</i>	The proposal indicates that the proposed system provides at 25% or more of the additional desired functionalities and features specified in <u>Section 12</u> , but explains fully how these
---------------------	--

omissions will not result in any significant loss of functionality.

*Not Advantageous* The proposal indicates that the proposed system does not meet at least 25% of the additional desired functionalities and features specified in Section 12 and does not explain fully how these omissions will not result in any significant loss of functionality.

#### 7.2.4 Durability

Rating	Criteria
--------	----------

<i>Highly Advantageous</i>	Proposal demonstrates equipment's ability to withstand all foreseeable types of tampering, vandalism, severe temperatures, and heavy precipitation. In the event of tampering or vandalism, repairs are simple and inexpensive.
----------------------------	---

<i>Advantageous</i>	Proposal demonstrates equipment's ability to withstand the most common types of tampering, vandalism, temperatures, and precipitation. In the event of tampering or vandalism, repairs may be difficult or expensive.
---------------------	---

<i>Not Advantageous</i>	Proposal does not adequately show equipment's ability to withstand tampering, vandalism, severe temperatures, and heavy precipitation.
-------------------------	--

### 7.3 Training and Technical Support

#### 7.3.1 Training

Rating	Criteria
--------	----------

<i>Highly Advantageous</i>	The response has clearly demonstrated the Proposer's ability to provide comprehensive training of municipal staff.
----------------------------	--

<i>Advantageous</i>	The response has stated the Proposer's intent to provide comprehensive training of municipal staff.
---------------------	---

<i>Not Advantageous</i>	The response fails to clearly detail and substantiate the Proposer's ability to provide comprehensive training of municipal staff.
-------------------------	--

#### 7.3.2 Technical Support

Rating	Criteria
--------	----------

- Highly Advantageous* The response has clearly demonstrated the Proposer's ability to provide technical support and replacement parts within 24 hours. Qualified staff capable of performing troubleshooting and repairs for hardware and software is based within Massachusetts, and a 24/7 technical support call center is provided.
- Advantageous* Replacement parts and qualified staff capable of performing troubleshooting and repairs for hardware and software can arrive on site within a reasonable timeframe, and a 24/7 technical support call center is provided.
- Not Advantageous* The response fails to clearly detail and substantiate the Proposer's ability to provide technical support and replacement parts within a reasonable timeframe. No local staff is provided and/or technical support hotline is not available 24/7.

## 7.4 Product Demonstrations

### 7.4.1 User-friendliness of the solicited hardware and software products

- | Rating                     | Criteria   |
|----------------------------|--|
| <i>Highly Advantageous</i> | Hardware and software demonstrated in presentation were intuitive, easy to use, and visually attractive. Customer interface is easily understood and used by people inexperienced with these technologies. |
| <i>Advantageous</i>        | Hardware and software demonstrated in presentation provide a clear and logical interface.  |
| <i>Not Advantageous</i>    | User interface for hardware and/or software is poorly designed, cluttered, or difficult for new users to comprehend.   |

## 8 Terms and Conditions

By responding to this solicitation, Vendors agree to accept the following terms and conditions as incorporated by reference into any resulting contracts.

### 8.1 Pricing

Prices stated in proposals must include all charges. No additional charges or prices other than those stated in proposals are authorized, nor will Buyers be obligated to honor them.

Pricing shall include the following:

- The complete price to be paid for the listed item
- Delivery F.O.B. buyer's zip code
- Installation costs
- Ongoing monthly costs
- The Contract Administration Fee set out under "Contract Administration Fee" below

Vendors may, at their sole discretion, lower pricing at any time with MAPC's prior written approval. Such lowered pricing shall be available to all Buyers as of an approved effective date. Lowered pricing may not be increased prior to the next contract period end date.

Vendors must provide MAPC and Buyers with timely notice and access to any fixed duration sale pricing that is lower than contract pricing. Such fixed duration pricing shall be exempt from the requirements of the preceding paragraph.

Vendors may not offer Buyers pricing that differs from authorized contract pricing without prior written approval from MAPC.

Unless otherwise provided in this document, prices as proposed shall remain firm for the duration of the contract and any extension options exercised.

Any changes to product availability and pricing are subject to MAPC written approval.

Additional equipment or services not itemized in a Vendor's Price Proposal and which a Vendor will provide and/or install at additional cost to the Buyer, must be otherwise acquired by the Buyer in compliance with applicable Massachusetts procurement laws. Goods and/or services costing \$10,000 or over must be competitively procured and must be separately invoiced. Inclusion of such items as part of a quote or invoice under this contract may be deemed a default by the Vendor and may void the subject purchase. Vendors will remain liable to MAPC for the contract administration fee associated with such voided purchases.

## **8.2 Pricing Adjustments**

### **8.2.1 Replacement Products**

In the event a replacement model is introduced during the term of the contract or extension thereof, the Vendor may request an increase in the contract price for that model only, not to exceed 5% of the original model listed in the Vendor's Price Proposal. Such request will be granted by MAPC only if the Vendor can satisfactorily demonstrate that the price offered is based on the same discount as the item originally proposed and that any price increase is based solely on an increase in the manufacturer's base price for the new or replacement model. The Vendor will be required to present copies of both old and new manufacturer price lists or other documentation or statements directly from the manufacturer to support the request for price increase.

Product models made obsolete by such replacements that remain in the Vendor's stock must remain available to Buyers at or below their originally quoted price.

### **8.2.2 Market-Wide Decrease**

The unit prices proposed by the Vendors are maximum prices. A Buyer shall be entitled to take advantage of any market-wide decrease on any and all items covered under this contract and extensions thereof if the price decrease is pervasive within the market.

The Vendor agrees to respond to any market decreases within thirty (30) days of identified pricing decrease and to offer the lower price to all eligible Buyers.

This decrease in pricing must be pre-approved by MAPC.

### **8.2.3 Government Regulations**

During the course of the term of a contract or contract extension, a Vendor may request a price increase if there is a significant increase in cost to the Proposer due to a mandated change in government regulations. An increase in price may be allowed, as determined by MAPC, but in no event shall any increase allowed in accordance with this provision exceed 5% of the originally quoted price of the subject component. A price increase must be real and documentable, and must currently affect a Vendor's costs before MAPC will consider approving such an increase.

## **8.3 Subcontractors**

If the Vendor intends to perform any or all work to this contract through subcontractor(s), the subcontractor(s) names, business affiliations and addresses must be included with the Technical Proposal and referenced to the appropriate prices in the Price Proposal. Vendors agree to be responsible for and warrant the work of subcontractors and to ensure their compliance with the legal, quality and performance requirements of this RFP and the subject proposal. Vendors may not use subcontractors not named in their proposal without the prior written consent of MAPC, which will not unreasonably be withheld.



## **8.4 Performance**

Upon award of a contract, Vendors must begin accepting orders in full compliance with the requirements of this RFP and their proposal(s) no later than fifteen days from the date of contract execution and without a break in service between any subsequent contract extensions.

Vendors must accept orders immediately upon their presentation by Buyers and promptly provide Buyers with written confirmation of receipt along with an anticipated delivery date and production schedule to which it will be reasonably held.

A Vendor's projected delivery date shall be binding except for reasonable documented delays acceptable to the Buyer, or documented circumstances beyond the Vendor's control. Extensions of time resulting from such delays are subject to approval by the Buyer and may not be unreasonably withheld.

If the contracted Vendor fails to comply in a timely manner with the requirements of this section, "Performance", the Buyer shall have the right to cancel its purchase without recourse by the Vendor, provided the Buyer serves the Vendor with a written demand to perform, citing its intent to cancel its purchase order and invoke this RFP provision if performance does not occur within 3 full business days of delivery of the demand. Such notice may be conveyed by e-mail, fax or other method that verifies delivery by electronic or witnessed means.

## **8.5 Method of Acquisition**

Purchases by eligible parties may be outright purchases, leases, or lease-purchases.

At the discretion of each participating municipality, commercial credit cards (e.g. American Express, MasterCard, etc.) may be used to make purchases. All contract pricing will remain in effect, as will Buyers' tax exempt status.

## **8.6 Ordering Goods**

Vendors may accept orders only after MAPC provides a Contract Subscription Form executed by an eligible party. To do otherwise relieves the Buyer of any enforceable obligation to pay.

Vendors must accept orders at any time during normal business hours, process them on a timely basis, and provide a range of convenient methods for placing orders.

Vendors must provide sufficient customer assistance to enable Buyers to clearly understand contract pricing, shipping options, costs and related Buyer's discretion, and the complete cost of an order prior to placing it.

All orders must be placed using written or electronic documentation on forms of the Buyer or the Vendor. Vendors must provide written or printable confirmation of receipt and order accuracy.

All costs, including shipping are to be quoted to Buyers prior to accepting an order. Vendors may not require minimum quantities on orders.

Vendors may not accept orders for back-ordered goods without first informing the Buyer of such circumstance and providing the Buyer with a good faith projected delivery date.

### ***8.7 Post Manufacture Modifications***

This procurement is for the provision of manufactured goods. It does not call for custom design and manufacture.

This does not preclude a Buyer from choosing to have a post-manufacture modification or modifications made by the Vendor to a manufactured good or goods purchased under a contract resulting from this procurement. However, such post-manufacture modification or modifications will be considered “off-contract”. Any Buyer choosing to have the Vendor make a post-manufacture modification or modifications is responsible to determine the applicability of M.G.L. c. 30B to that modification or modifications.

Any additional cost for a post-manufacture modification or modifications (i.e. “off-contract”) beyond the price of the contracted manufactured good or goods must be clearly segregated and noted as such on any order form and invoice.

### ***8.8 Shipping and Delivery***

Standard shipping costs shall be provided in the Price Proposal. Additional shipping options may be provided at the Buyers’ discretion and expense. C.O.D. deliveries are not acceptable without Buyers’ prior written consent.

Vendors must ship products to all addresses provided by Buyers. Vendors may not require minimum quantities for shipping purposes.

Deliveries must arrive during Buyers’ normal business hours. Receipt of deliveries must be acknowledged by signature of Buyers’ authorized representative. Purchases shipped via freight carriers shall be F.O.B. customer's specified delivery location.

Vendors may not require customers to pick-up purchases.

### ***8.9 Returns***

Vendors must unconditionally accept and pay shipping costs of returns of any damaged products or products judged by recipients to be ill suited to their intended use. Vendors shall promptly refund advance payments or credit the Buyer’s account, by choice of the Buyer. Cash refunds are not permitted.

## **8.10 Invoicing**

All eligible parties are tax-exempt. Invoices should not show taxes or finance charges.

With any invoice, the Vendor shall submit evidence satisfactory to the Buyer that the equipment and services have been delivered and that the work has been completed in accordance with the Contract.

Invoices shall be addressed as directed by eligible parties and shall contain, at a minimum, the following information:

- eligible party and Buyer department
- item catalog numbers and descriptions
- quantities purchased
- contract unit prices
- extended prices
- total price
- copies of delivery confirmation documents (if requested)

## **8.11 Payment by Eligible Parties**

MAPC is not an eligible party under this RFP or any resulting contract(s). Neither is it a party to any resulting transactions, nor can it be held liable for false representations or non-payment by eligible parties.

Eligible parties are not obligated to make payment to Vendors other than in a manner consistent with their normal payment schedules and as bound by normal commerce. Payments shall be made in U.S. dollars. Vendors may not require cash payment nor accept cash for any transaction associated with this RFP.

Buyers shall have the right to withhold not more than 10% of the total amount of an invoice pending satisfactory fulfillment of an order including outstanding items. Payment of withheld amounts shall be made within 60 days of Buyer acceptance or satisfactory remedial action required of the Vendor.

## **8.12 Reporting Orders**

Each quarter, Vendors will be required to report to MAPC on any and all equipment purchased by, and any and all work conducted for, any eligible party under the contract(s). Vendors will provide MAPC with detailed reports within one (1) week after the close of each quarter. Reports shall contain

all data pertinent to the purchase of the equipment and services subject to this RFP. Reports must be provided in electronic form (preferably .xls, .csv or .txt format) delivered via e-mail, and in printed form if requested.

### ***8.13 Contract Administration Fee***

Vendors will be required to pay to MAPC a Contract Administration Fee of 1 % (one percent) of the total invoiced amount of equipment and services purchased through all resulting contracts and reported in the quarterly reports.

The 1% contract administration fee applies only to the purchase of hardware and the initial purchase of software. The contract administration fee will not apply to installation costs, maintenance and support, training, or other ongoing costs or fees.

MAPC may lower, but will not increase, the Contract Administration Fee at any time during the term of this contract, in which case the cost reduction to the Vendor shall be reflected as a discount on the quotes provided to Buyers.

Basic Fee	1% of the total invoiced amount of equipment and services purchased
-----------	---

MAPC will invoice Vendors after which payment of the quarterly Contract Administration Fee is due from the Vendor to MAPC within 30 days of invoicing.

Reporting requirements and the Contract Administration Fee shall apply to all transactions regardless of financing arrangement.

### ***8.14 Contract Administration and Auditing***

A Vendor, by submitting a proposal, grants MAPC or its qualified agent open and free access to all records and books of account bearing evidence of business transactions under this contract and otherwise relating to goods and services that are the subject of this contract.

Additionally, a Vendor must make available to MAPC, upon request, copies of documentation sufficient for MAPC to determine that Vendor is in compliance with all aspects of the contract including placement of initial orders, on-hand inventory requirements, and other performance criteria.

A Vendor shall be determined to be in compliance with the contract when it is shown that Vendor, through its own actions, has timely met and is presently meeting all obligations as set forth in the contract documents. MAPC will audit a Vendor's records as often as it deems necessary.

If after such audit, a Vendor is found to be not in compliance with the contract, the Vendor shall be given a reasonable time to cure. If after such reasonable time, the Vendor has not cured and continues to be in non-compliance, the Vendor shall be considered in breach and the contract shall be terminated pursuant to its termination provisions.

Vendors agree to immediately pay MAPC any and all Contract Administration Fees unpaid and due as a result of any audit.

### **8.15 Indemnification**

Vendors will be required to indemnify, defend, and hold harmless MAPC, the participating municipalities, all eligible parties, and all of their boards, committees, officials, employees, agents and agencies, against suit, claims of liability for or on account of any injuries to persons or damage to property to the extent that the same are the result of the negligence of the Vendor and/or the failure to comply with the terms and conditions of the contract, whether by the Vendor or its employees, consultants, or subcontractors.

### **8.16 Insurance**

The selected Vendors shall at all times during the term of the contract maintain insurance coverage adequate to meet its obligations under this contract and to protect MAPC, the participating municipalities, and all eligible parties. Vendors shall provide MAPC will certification of such as a condition of award if requested. This insurance shall be provided at the Vendor's expense and shall be in full force and effect during the full term of this Contract.

#### WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c. 149, s. 34 and M.G.L. c. 152 as amended.

#### COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

#### VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000
	\$500,000 aggregate

### ***8.17 False Representations***

Pursuant to M.G.L. c. 266 § 67A, anyone in any matter relative to the procurement of services who intentionally makes a material statement that is false, omits or conceals a material fact in a written statement, submits or invites reliance on a material writing that is false, submits or invites reliance on a sample or other object that is misleading, or uses any trick, scheme or device that is misleading in a material respect will be subject to sanction pursuant to the laws of the Commonwealth of Massachusetts.

### ***8.18 Publicity and News Releases***

The selected Vendors shall not make any pronouncements or news releases pertaining to this solicitation for proposals, the award of a contract, or interim and final work products without prior approval from MAPC.

### ***8.19 Miscellaneous***

Where a conflict in requirements is apparent between the Terms and Conditions and the Specifications, the Specifications shall control.

## 9 Required Signature Forms

The following pages contain all the required forms that must be included with your submission.

1. Cover Letter (template to be typed on Proposer's letterhead)
2. Proposal Signature Page
3. Certificate of Non-Collusion
4. Certificate of Tax Compliance
5. Conflict of Interest Certification
6. Certificate of Compliance with M.G.L. c. 151B
7. Certificate of Non-Debarment
8. Additional Certifications
9. Minimum Quality Requirements
10. Price Proposal Signature Page

The following requirements and cautions apply to all proposals and all forms.

- Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Proof of such authorization must be included.
- Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity.
- The Proposal must indicate the contracting entity, which must also be the signatory on all documents.
- Vendors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

## Cover Letter

Using this template, provide an originally signed letter on company letterhead reciting and asserting as follows:

Heidi Anderson

Metropolitan Area Planning Council

60 Temple Place, 6<sup>th</sup> Floor

Boston, MA 02111

Phone: 617.933.0766

Email: [handerson@mapc.org](mailto:handerson@mapc.org)

Re: RFP#: MAPC 2016 AVL

Dear Ms. Anderson,

In response to your Request for Proposals (“RFP”), we [insert name of Proposer] (“the Proposer”) hereby submit our Proposal to provide AVL Systems to the MAPC region municipalities and their municipal subdivisions including the following participating municipalities: Boston, Brookline, Cambridge, Lexington, Natick, Newton, Somerville, Wakefield, and Westwood.

We offer the following commitments and representations to Metropolitan Area Planning Council (“MAPC”) and the listed entities:

1. The undersigned is authorized to submit this Proposal on behalf of the Proposer and to bind the Proposer to its terms. We have fully reviewed the RFP and any and all addenda thereto, and we fully understand the scope and nature of the RFP and contractual arrangements for which Responses are being requested.
2. Our Proposal has been prepared and is being submitted without collusion, fraud, or any other action taken in restraint of free and open competition for the response to this RFP.
3. Neither the Proposer nor any of its employees or representatives is currently suspended or debarred from doing business with any governmental entity.
4. Neither the Proposer, nor any of its employees or representatives is currently the subject of or party to a Massachusetts public employee conflict of interest action or investigation.
5. The Proposer is not a party to any pending or current litigation that might adversely affect its performance on this project.
6. The Proposer has not filed for bankruptcy protection in the last seven years. If the Proposer has filed for bankruptcy protection in the last seven years, the Proposer must describe the circumstances that led to the filing, the ultimate disposition of the matter, the current



situation and substantial, detailed evidence of the Proposer's financial ability to complete this project if selected.

7. The Proposer has no business dealings with countries or organizations that fund or support terrorist activities anywhere in the world.
8. We certify that all of the information provided in our Proposal is true and accurate and that MAPC may rely on such information in the evaluation of our Proposal. We have read and understand the evaluation criteria in the RFP. We accept that MAPC reserves the right to waive informalities and to reject in whole or in part any or all Proposals. We accept that the MAPC Evaluation Committee reserves the right to select the Proposals that they view as the most advantageous on the basis of the evaluation criteria listed in the RFP.
9. We agree to take full responsibility for all costs of preparing this Proposal. We waive any and all claims against MAPC, their employees, representatives, agents, and members related to the cost of preparing, submitting and having MAPC review and evaluate this Proposal.
10. We have read and understand the product requirements and standards specified in this RFP, and certify that any and all equipment offered in response to this RFP meet or exceed those requirements and standards.

Sincerely,

[Insert name of Proposer]

By: [Insert signature of authorized representative]

[Print or Type Name of authorized representative]

[Street Address]

[City, State, Zip]

[Telephone]

[Email]

[Date]

---

## Proposal Signature Page

The accompanying Forms & Documentation are hereby submitted as a Proposal in response to the subject RFP. All information and statements are true, accurate and binding representations of its intentions and commitments in responding to this RFP.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Street

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City, State, Zip

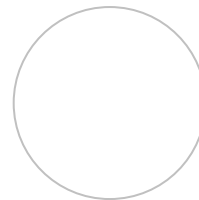
\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

Proposer acknowledges receipt of the Request for Proposals (RFP) and Addendum No(s). \_\_\_\_\_, dated \_\_\_\_\_, and submits the attached proposal for this Request for Proposals to the Metropolitan Area Planning Council (MAPC), on the authority of the undersigned and as dated below who by signing confirms and pledges to abide by and be held to the requirements of this RFP and its resulting contract, to perform any tasks and deliver any documents required, and to execute a Contract with the MAPC.

Authorized Agent of the Proposer:  
\_\_\_\_\_

Signature (blue ink please)  
\_\_\_\_\_



Printed Name  
\_\_\_\_\_

(If a corporation, attach certificate of vote or  
apply corporate seal here)

Title  
\_\_\_\_\_

Date

## Certificate of Non-Collusion

As required under Chapters 233 and 701 of the Massachusetts Acts and Resolves of 1983 and as required under M.G.L. c. 30B certification must be made to the following by signing in the space indicated below. Failure to offer such signature will result in rejection of the proposal.

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

Authorized Agent of the Proposer:

\_\_\_\_\_

Signature (blue ink please)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Name (as used for tax filing)

\_\_\_\_\_

SS# or Federal ID#

\_\_\_\_\_

Date

## Certificate of Tax Compliance

“Pursuant to M.G.L. c. 62C § 49A, I certify under the penalties of perjury that to my best knowledge and belief the undersigned has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.”

Authorized Agent of the Proposer:

\_\_\_\_\_

Signature (blue ink please)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Name (as used for tax filing)

\_\_\_\_\_

SS# or Federal ID#

\_\_\_\_\_

Date

---

## Conflict of Interest Certification

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. Proposer understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Authorized Agent of the Proposer:

\_\_\_\_\_

Signature (blue ink please)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Name (as used for tax filing)

\_\_\_\_\_

SS# or Federal ID#

## Certificate of Compliance with M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with M.G.L. c. 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Commonwealth of Massachusetts Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Authorized Agent of the Proposer:

\_\_\_\_\_

Signature (blue ink please)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Name (as used for tax filing)

\_\_\_\_\_

SS# or Federal ID#

## Certificate of Non-Debarment

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the MAPC and involved municipalities within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Agent of the Proposer:

\_\_\_\_\_

Signature (blue ink please)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Name (as used for tax filing)

\_\_\_\_\_

SS# or Federal ID#

## Additional Certifications

I certify that all information, statements, and pricing made in my Proposal are true, accurate, and binding representations of the Proposer's intentions and commitment in responding to this RFP. Any such representations that exceed the minimum requirements of the RFP constitute legal obligations on the part of the Proposer to perform as stated and that failure to so perform may be used by MAPC as grounds to terminate the my contract.

I certify that pursuant to 28 CFR Part 42.204 (d) my employment practices comply with Equal Opportunity Requirements and comply with 28 CFR Part 42.202 and that my organization complies with the Americans with Disabilities Act.

Authorized Agent of the Proposer:

\_\_\_\_\_

Signature (blue ink please)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Name (as used for tax filing)

\_\_\_\_\_

SS# or Federal ID#



---

## Minimum Quality Requirements

In order for a Proposal to receive further consideration, Proposer must unconditionally check “Yes” to each Quality Requirement below. A Proposal will be rejected in its entirety if a Proposer fails to check “Yes”, or who modifies, qualifies, or limits its affirmative response in any way.

Circle “Yes” or “No” for each of the following requirements:

- a. Proposer is actively engaged in the manufacturing, sale, or sale and service of the goods solicited by this RFP.

Yes      No

- b. The Proposer must have been in business for at least three (3) years.

Yes      No

- c. Proposer has a Point of Contact who can be reached 24 hours a day, 7 days a week for customer-related issues and troubleshooting.

Yes      No

Authorized Agent of the Proposer:

\_\_\_\_\_

Signature (blue ink please)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Name (as used for tax filing)

\_\_\_\_\_

SS# or Federal ID#

## Price Proposal Signature Page

The undersigned proposes to provide products and services in accordance with the Request for Proposals (RFP) cited above. The Price Proposal attached to this page includes all products and services offered in Proposer's Technical Proposal per the terms and specifications stated in the RFP and incorporated into the Technical Proposal. The prices offered are guaranteed not to change except as permitted by the terms and conditions of the RFP and the signed contract. The prices offered account for all charges to be expected by Buyers. No other charges will be invoiced to Buyers under this Proposal and any resulting contract.

- The attached document recites all pricing in the manner required by the RFP.
- The electronic files required by the RFP are enclosed.

Authorized Agent of the Proposer:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 10 Sample Contract

The following pages contain a sample contract that MAPC will enter into with the selected vendor(s).

**SAMPLE CONTRACT FOR GOODS AND SERVICES**

BY AND BETWEEN

**METROPOLITAN AREA PLANNING COUNCIL**

AND

**INSERT VENDOR'S NAME**

This AGREEMENT, dated \_\_\_\_\_, is made and entered into by and between the **Metropolitan Area Planning Council ["MAPC"]**, a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with its principal office at 60 Temple Place, Boston, Massachusetts 02111, acting as the collective purchasing agent for the Cities of Boston, Cambridge, Newton, and Somerville and the Towns of Brookline, Lexington, Natick, and Wakefield and their respective political subdivisions [**"Buyers"**], pursuant to Chapter 7, Section 22B of the Massachusetts General Laws and without liability to **MAPC**, and Insert **Vendor's Correct Legal Name ["Vendor"]**, with its principal office at **Vendor's Address**.

Witnesseth that the parties AGREE as follows:

**Article I**

**General Description of the Work**

1. Pursuant to the Terms and Conditions of this AGREEMENT, including any Additional and Special Terms and Conditions listed in Exhibit C, the Request for Proposals [**"RFP"**] – **RFP No.** attached in Exhibit B; and the **Vendor's** Price Proposal and Technical Proposal attached in Exhibit F, **MAPC** hereby engages the **Vendor** to provide the following goods and/or services to the **AVL with GPS Systems, Equipment and Services**.

**Article II**

**Services of the Vendor**

2. The **Vendor** will provide the goods and/or services as described in the **RFP** cited in Article 1 (above).
3. The **Vendor** shall report, and be responsible, to **MAPC** or its designee as set forth on Exhibit A.
4. There shall be no amendment to this AGREEMENT without the written approval of **MAPC**. **MAPC** shall be under no obligation to pay for any goods provided or services performed by the **Vendor**.
5. The **Vendor** represents and warrants to **MAPC** as follows:

- i. That it and all its personnel (whether employees, agents or independent **Vendors**) are qualified and duly licensed as required by law and/or local municipal code to provide services and/or goods required by this AGREEMENT.
- ii. That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
- iii. That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.
- iv. That it is not a party to any AGREEMENT, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this AGREEMENT.

### Article III

#### Performance of the Vendor

6. In the performance of service under this AGREEMENT, the **Vendor** acts at all times as an independent contractor. There is no relationship of employment or agency between **MAPC**, on the one hand, and the **Vendor** on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this AGREEMENT which the parties view as consistent with their independent **Vendor** relationship.
7. The **Vendor** agrees to be responsible for and warrantee the work of its subcontractors listed in Exhibit D and to ensure their compliance with all legal, quality and performance requirements of the Request for Proposals ["**RFP**"] – RFP No. attached in Exhibit B; and the **Vendor's** Price Proposal and Technical Proposal attached in Exhibit F. The **Vendor** may not use subcontractors not named in Exhibit D without the prior written consent of **MAPC**, which will not unreasonably be withheld.

### Article IV

#### Time of Performance

8. Time shall be of the essence in relation to **Vendor's** performance under this AGREEMENT. **Vendor** shall complete performance as promised in its quote that accompanies the **Buyer's** purchase order or other document confirming its authorization to the **Vendor** to proceed. Reasonable extensions shall be granted by the **Buyer** at the written request of the **Vendor**, provided the justifying circumstances are documented by and are beyond the reasonable control of **Vendor** and without fault of **Vendor**. In the event of such an extension, all other terms and conditions of this AGREEMENT, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.
9. In the absence of such an extension, liquidated damages shall be due the **Buyer** in the amount of 0.1% (one-tenth of one percent) of the face value of the **Vendor's** quoted or modified purchase price for each day performance exceeds the promised date(s). Such liquidated damages may be acknowledged in **Vendor's** final invoice or taken by **Buyer** as a deduction to such final invoice.
10. Any dispute in the amount of liquidated damages shall be submitted to arbitration by either

**Buyer** or **Vendor** through the American Arbitration Association within 10 (ten) business days of written notice given by the party declaring impasse. **Vendor** and **Buyer** agree to fully comply with the arbitrator's decision within a reasonable time.

#### Article V

##### Revisions in the Work to Be Performed

11. If during the **Vendor's** Time of Performance, **Buyer** requires revisions or other changes to be made in the scope or character of the work to be performed, **Buyer** will promptly notify **Vendor** in writing. For any changes to the scope of work, **Vendor** shall provide **Buyer** with a written quote of change in price and/or change in time of performance and shall proceed with such changes only upon written consent of **Buyer**, which shall be construed as a modification to **Buyer's** original purchase order.
12. **Buyer** will neither unreasonably request revisions nor unreasonably withhold final acceptance of delivered products.

#### Article VI

##### Term of Agreement

13. The term of this AGREEMENT shall commence upon execution and will continue until June 30, 2017, or until otherwise terminated as provided by this AGREEMENT or the **RFP**.
14. **MAPC** reserves the right at its sole discretion to extend the contract for up to two (2) additional one-year terms ending June 30, 2018 and June 30, 2019 respectively.
15. In the event new contracts have not been procured and awarded before the end of a 2nd contract extension, **MAPC** reserves the right at its sole discretion to extend the contract for an additional period of time until new contracts have been procured and awarded. However, in no instance shall any contract term, including extensions, exceed three (3) years in total.
16. The **Vendor** agrees to perform promptly upon execution of this AGREEMENT and will diligently and faithfully perform in accordance with the provisions hereof.

#### Article VII

##### Orders, Fees, Invoices, and Payments

17. Orders, fees, invoices, and payment shall be processed and paid as specified in Section 8-Terms & Conditions of the **RFP**.

#### Article VIII

##### Assignment

18. Neither party shall assign, transfer or otherwise dispose of this AGREEMENT or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

## Article IX

### Indemnification

19. The **Vendor** agrees to indemnify and save **MAPC** and the **Buyers** harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the **Vendor** (including all its employees or agents) in performing under this AGREEMENT, or any breach of the terms of this AGREEMENT, which constitute an obligation of the **Vendor**. The **Vendor** shall reimburse **MAPC** and the **Buyers** for any and all costs, damages, and expenses including reasonable attorney's fees which **MAPC** and the **Buyers** pays, or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of **MAPC** and the **Buyers** expressed or not expressed in the **RFP** and with respect to this AGREEMENT.

## Article XI

### Insurance

20. Before performing under this AGREEMENT, the **Vendor** shall obtain, and shall maintain throughout the term of this AGREEMENT, insurance at limits specified in the **RFP** and provide written documentation of such in the form specified in the **RFP**.
21. The **Vendor** shall give **MAPC** 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

## Article XII

### Termination of Agreement

22. Either **MAPC** or the **Vendor** may terminate this AGREEMENT for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and satisfactory manner.
23. **MAPC** shall have the right to terminate this AGREEMENT for its convenience upon fourteen (14) calendar days of written notice.
24. Following termination of this AGREEMENT, the parties shall be relieved of all further obligations hereunder except that:
25. **MAPC** shall not be liable for payments for the services and/or expenses or lost profits of the **Vendor** in the event of termination.
26. The **Vendor** shall remain liable for any damages, expenses or liabilities arising under this AGREEMENT (including its indemnity obligations) with respect to work performed pursuant to the AGREEMENT.

## Article XIII

### Entirety of Agreement

27. This AGREEMENT, together with its Exhibits, the **RFP** referenced above and its Addenda, the

required supplemental documents and any additional exhibits, constitute the entire AGREEMENT between **MAPC** and the **Vendor** with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, e-mail, fax or courier to the persons designated in Exhibit A.

28. The provisions of the **RFP** and the **Vendor's** Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Vendor's Proposal

#### **Article XIV**

##### **Severability**

29. In the event any provision of this AGREEMENT is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the AGREEMENT shall remain and continue in full force and effect.

#### **Article XV**

##### **Governing Law and Jurisdiction**

30. This AGREEMENT shall be governed by, construed and enforced in accordance with laws of the Commonwealth of Massachusetts. **MAPC**, **Vendors**, and **Buyers** agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this AGREEMENT.

#### **Article XVI**

##### **Notice**

31. Except as otherwise expressly provided in this AGREEMENT, any decision or action by **MAPC** relating to this AGREEMENT, its operation, or termination, shall be made only by **MAPC** or its designated representative identified in Exhibit A.



IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers on the date written below.

For **MAPC** by or on behalf of the Cities of Boston, Cambridge, Newton, and Somerville and the Towns of Brookline, Lexington, Natick, Wakefield, and Westwood and their political subdivisions:

X \_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name

\_\_\_\_\_

Title

For the **VENDOR**:

X \_\_\_\_\_

\* Signature

\_\_\_\_\_

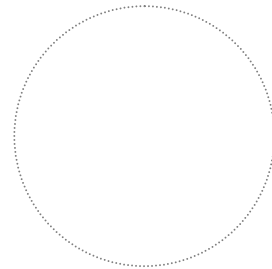
\* Date

\_\_\_\_\_

\* Title

\_\_\_\_\_

\* Name



\* Affix Corporate Seal

(or mark "n/a")

EXHIBIT A

Notice Addressees

For **MAPC**:

Rebecca Davis

Name

Deputy Director

Title

**MAPC**

Organization

60 Temple Place

Street Address

Boston, MA 02111

City, State, ZIP

617.933.0708

Phone

617.482.7185

Fax

[rdavis@mapc.org](mailto:rdavis@mapc.org)

e-mail

For the **VENDOR**:

\_\_\_\_\_

\* Name

\_\_\_\_\_

\* Title

\_\_\_\_\_

Organization

\_\_\_\_\_

\* Street Address

\_\_\_\_\_

\* Street Address

\_\_\_\_\_

\* Phone

\_\_\_\_\_

\* Fax

\_\_\_\_\_

\* e-mail

EXHIBIT B

Request for Proposals #

EXHIBIT C

Special Terms & Conditions

1. **Vendor** attests to and warrants any and all representations made in **Vendor's** Complete Price and Complete Technical Proposals including, but not limited to, any and all representations and warranties made by it that exceed those of the manufacturers of products and assemblies used in its manufacture of subject apparatus and fitments.
2. **Vendor** shall indemnify **Buyer** for any and all loss of value of manufacturers' warranties incurred prior to **Vendor's** complete performance with regard to each individual **Buyer**.

\* \* \* \* \*

EXHIBIT D

Subcontractors

1. None

EXHIBIT E

Other Documents:

1. Insurance Guarantee(s)\_\_(to be provided for Contract execution)

EXHIBIT F

Vendor Proposal:

1. **Vendor's** Complete Technical Proposal
2. **Vendor's** Complete Price Proposal

\* \* \* \* \*

## 11 Sample Municipal Subscription Form

The following page contains a sample subscription form that will be executed by a participating municipality.



**SAMPLE** Municipal Subscription to Collaborative Procurement Contract

For the Provision of:

Automatic Vehicle Location Systems (AVL)

The municipal corporation named below, by action of its duly authorized contracting authority, hereby declares its engagement of the provider of the above listed goods and/or services. This engagement is made subject to the terms and conditions of the contract cited below entered into by the Metropolitan Area Planning Council (MAPC), pursuant to M.G.L. c.7 § 22B, as a collaborative procurement on behalf of the participating municipalities and their subdivisions, and subject to applicable Massachusetts municipal procurement statutes, to which MAPC certifies compliance.

The municipality acknowledges and accepts that:

- 1) This agreement to consume and to provide the subject goods and/or services is made by and between the municipality and the provider, and that MAPC is not a party to nor liable for any obligations arising from any consumptive transactions.
- 2) The municipality alone is responsible for payment to the provider for any goods and/or services rendered through the contract.
- 3) The municipality alone is responsible for obtaining, from the provider, any and all bonds, insurance and other certificates required for completion and consummation of the contract, which were not provided as part of the bid or proposal.

Contract Number:	<b>MAPC 2016 AVL</b> (Attached and fully incorporated by reference)
For:	<b>Automatic Vehicle Location Systems</b>
Provider:	<Vendor name>
Municipality:	<Municipality> <Street address> <City/Town, MA> <Zip code>
By:	X _____
Printed Name:	

Title: <local contracting authority>

Date: <date>

## 12 Product Requirements Matrix

The following pages contain the Minimum Product Requirements and Desired Functionality.

## 13 Price Matrix

The following pages contain the Pricing Matrix.

## 14 Municipal Fleet Information

The following pages contain information provided by the municipalities regarding vehicles and equipment used for winter maintenance operations.

## Section 14 - Municipal Fleet Information for Winter Operations

September 12, 2016	Estimated Quantities	Boston	Brookline	Cambridge	Lexington	Natick	Newton	Wakefield	Westwood
	All								
<b><u>Municipally Owned</u></b>									
Pick-up Trucks (4x4)	188	71	20	64			10	20	3
One Ton Dump Trucks	71	12		19			21	4	15
Two Ton Dump Trucks	11						11		
Large Construction Trucks	168	50	20	48			41		9
Extra-Large Construction Trucks	5		4				1		
Backhoe Loaders	15	2	2	2			5	4	
Front Loaders	22	16		2			4		
Sidewalk Tractors	26	13					13		
Sidewalk Plows	22			6			9	4	3
<i>Number of Planned Retrofits over next year</i>									
			3		10				
<b><u>Contractor Owned</u></b>									
Pick-up Trucks (4x4)	218	169		30			19		
One Ton Dump Trucks	50			50					
Two Ton Dump Trucks	0								
Large Construction Trucks	219	185					34		
Extra-Large Construction Trucks	30	30							
Backhoe Loaders	164	122	7	10			25		
Front Loaders	135	109	5	10			11		
Sidewalk Tractors	82	76	6						
Sidewalk Plows	0								
Jeep/Small SUV/Shortbed Pickup w/Plow	77	77							
Bulldozers (Small & Large)	30	30							

---

## 15 MAPC Region

The following pages contain a listing of the MAPC region municipalities.

- |                |                   |                  |
|----------------|-------------------|------------------|
| 1. Acton       | 34. Holliston     | 68. Quincy       |
| 2. Arlington   | 35. Hopkinton     | 69. Randolph     |
| 3. Ashland     | 36. Hudson        | 70. Reading      |
| 4. Bedford     | 37. Hull          | 71. Revere       |
| 5. Bellingham  | 38. Ipswich       | 72. Rockland     |
| 6. Belmont     | 39. Lexington     | 73. Rockport     |
| 7. Beverly     | 40. Lincoln       | 74. Salem        |
| 8. Bolton      | 41. Littleton     | 75. Saugus       |
| 9. Boston      | 42. Lynn          | 76. Scituate     |
| 10. Boxborough | 43. Lynnfield     | 77. Sharon       |
| 11. Braintree  | 44. Malden        | 78. Sherborn     |
| 12. Brookline  | 45. Manchester    | 79. Somerville   |
| 13. Burlington | 46. Marblehead    | 80. Southborough |
| 14. Canton     | 47. Marlborough   | 81. Stoneham     |
| 15. Cambridge  | 48. Marshfield    | 82. Stoughton    |
| 16. Carlisle   | 49. Maynard       | 83. Stow         |
| 17. Chelsea    | 50. Medfield      | 84. Sudbury      |
| 18. Cohasset   | 51. Medford       | 85. Swampscott   |
| 19. Concord    | 52. Medway        | 86. Topsfield    |
| 20. Danvers    | 53. Melrose       | 87. Wakefield    |
| 21. Dedham     | 54. Middleton     | 88. Walpole      |
| 22. Dover      | 55. Milford       | 89. Waltham      |
| 23. Duxbury    | 56. Millis        | 90. Watertown    |
| 24. Essex      | 57. Milton        | 91. Wayland      |
| 25. Everett    | 58. Nahant        | 92. Wellesley    |
| 26. Foxborough | 59. Natick        | 93. Wenham       |
| 27. Framingham | 60. Needham       | 94. Weston       |
| 28. Franklin   | 61. Newton        | 95. Westwood     |
| 29. Gloucester | 62. Norfolk       | 96. Weymouth     |
| 30. Hamilton   | 63. North Reading | 97. Wilmington   |
| 31. Hanover    | 64. Norwell       | 98. Winchester   |
| 32. Hingham    | 65. Norwood       | 99. Winthrop     |
| 33. Holbrook   | 66. Peabody       | 100. Woburn      |
|                | 67. Pembroke      | 101. Wrentham    |

## RFP # MAPC 2016 AVL

### Addendum #1

Issued: Mon, Oct 3, 2016

#### Questions and Responses:

Q1. Will there be a dial in number to join the Vendor Conference on Oct 11?

Response:

Yes. MAPC has set up a WebEx meeting line for the Vendor Conference scheduled for Tue, Oct 11, 2016 from 1:00 PM – 3:00 PM. To join by phone:

**Dial +1-415-655-0002 US Toll**

**Meeting number (access code): 737 556 858**

*As a reminder, following the Vendor Conference, prospective Proposers will be required to submit in writing via email any questions they asked during the conference. MAPC will use those written versions of the questions and any follow up questions to draft an addendum. This will ensure that MAPC fully understands Proposer's questions, and will avoid misinterpretations of any verbal responses offered during the Vendor Conference. MAPC will not provide, authorize, or honor any alleged oral responses that have not been documented via an addendum.*



## RFP # MAPC 2016 AVL

### Addendum #2

Issued: Wed, Oct 5, 2016

#### Questions and Responses:

Q1. Will MAPC allow a two week extension for the RFP response due date until Thursday, November 3, 2016 to allow vendors additional time to compile their responses following the outcome of the Vendor Conference and related Question and Answer Period?

Response:

*Yes, MAPC will allow a two week extension to allow vendors additional time to prepare their proposals. The Proposal Due Date is hereby extended to 12:00 PM, Thu, Nov 3, 2016.*

Q2. Looking at Section 2.8 of the RFP, should I hold all questions regarding the RFP until the Vendor Conference or can I submit questions prior to the conference?

Response:

*You do not need to wait until the Vendor Conference to submit questions. You may submit questions in writing via email prior to the Vendor Conference and at any time up to Wed, Oct 12, 2016, 12:00 PM. MAPC will answer questions as promptly as possible as they are received.*

*As a reminder, following the Vendor Conference, prospective Proposers will be required to submit in writing via email any questions they asked during the conference. MAPC will use those written versions of the questions and any follow up questions to draft an addendum. This will ensure that MAPC fully understands Proposer's questions, and will avoid misinterpretations of any verbal responses offered during the Vendor Conference. MAPC will not provide, authorize, or honor any alleged oral responses that have not been documented via an addendum.*

Q3. Regarding hardwired installations, would we be required to come intermittently for small quantities of vehicle installs? We are not based in Massachusetts.

Response:

*Yes, it possible that an out-of-state vendor who supplies products that require hardwired installation may be required to come intermittently to Massachusetts communities of small quantities of vehicle installs.*

Q4. Regarding multiple vendors, does this mean various vendors would be awarded a blanket contract through which individual cities can purchase their particular product and feature?

Response:

*Yes, that is correct. Through this procurement MAPC intends to provide a selection of AVL solutions reflecting the range of proven technology. The intent of the RFP is intended to obtain access to and guaranteed pricing for a range of AVL technology available exclusively to the participating municipalities through a set of uniform contracts. MAPC and its partners anticipate that multiple contracts will be awarded. Although multiple contracts are expected to be awarded, the number of awards will be determined on the basis of the competitiveness of the proposals received.*

Q5. Will contracts be awarded to vendors who although all “required” features are met, will have limited ability to meet the “Additional Functionalities Desired by Participating Municipalities”?

Response:

*Vendors and their products will be evaluated against a range of at least 9 criteria, 10 criteria if the Evaluation Committee elects to have product demonstrations. A vendor who has limited ability to offer additional functionalities and features beyond the minimum required functionalities may still be rated highly enough in the other areas to be awarded a contract.*

## RFP # MAPC 2016 AVL

### Addendum #3

Issued: Mon, Oct 17, 2016

#### Questions and Responses:

Q1. Section 12, Product Requirements Matrix, Row 11: "The system must be capable of interfacing with the City's Snow Plow Tracking Solution. Rest services are the preferred solution, but other options will be considered." Can you please provide specific details of the City of Newton's current Snow Plow Tracking Solution?

Response:

- *Newton currently contracts with Traisr to provide snow plow tracking software. U.S. Fleet Tracking provides the GPS hardware.*
- *Brookline and Boston both currently use Trimball.*
- *Cambridge has purchased GPS devices from Skybitz and VestigeGPS. They also have units from Samsara installed on several vehicles on a trial basis. Cambridge displays information on the status of the DPW's snow clearing efforts to the public. This information includes the number of pieces of equipment working in each neighborhood as well as the last time a snow plow drove down each street. This information comes from the GPS devices in the vehicles. Cambridge requires that the vendor provide an API Cambridge can use to get that information. Web services are preferred.*
- *Natick currently uses GPS units produced by CalAmp LMU2620. The GPS tracking software/service is provided by Thingtech.*
- *Westwood does not have any existing technology.*

Q2. Section 12, Product Requirements Matrix, Row 19: "Mobile devices should include the option to run on battery power." Can you please elaborate on what is meant by battery power?

Response:

*Mobile devices should either provide their own power source and/or the option to plug into a 12 volt accessory outlet.*

*For example, the portal, mobile devices that Cambridge will be providing to snow plow contractors need to have batteries that can be recharged using a cigarette lighter or USB interface on a vehicle. The driver needs to be able to remove the GPS device and charge his/her phone when necessary without losing the GPS signal.*

Q3. Section 12, Product Requirements Matrix, Row 19: "Mobile devices should include the option to run on battery power." Can you please explain the use case for requiring battery power and

clarify if this is referring to the vehicles' battery power, an alternative battery source or does the battery need to be inside the GPS Tracking device?

Response:

*The mobile GPS devices must have battery power. See the use case in the response to Question #2. Would need to have units with their own power source for contractors with no accessory power and if equipment does not have 12 volt accessory outlet.*

Q4. Section 12, Product Requirements Matrix, Row 20 and Row 78: "Should have the ability to disable data service when device is not in use" and "Should have the ability to pause billing for dedicated snow equipment during spring/summer months when it is not in use." Please clarify.

- a. Is seasonal standby of devices required of all eligible entities? If no, which eligible entities or eligible partners would be affected?

Response:

*Seasonal standby will not be required by all eligible entities.*

- *Cambridge considers this functionality desirable, but not required.*
- *Newton would require this on about 40% of their units.*
- *Brookline would require this on fixed sander equipment.*
- *Westwood would also require this on sanders.*
- *Natick currently has GPS units installed on 52 vehicles, only a small percentage are seasonably used. If the number GPS units were expanded a seasonable pause in use/billing may be desirable.*

- b. How long would you want the devices to be on standby? Is the start/stop time random and variable?

Response:

*The start/stop time would be seasonal.*

*Newton and Westwood would turn them on and off at the same time each year i.e. activate in October and deactivate in April.*

*Cambridge, if they stopped service, would only do it at the end of winter and would begin service again in November.*

*Brookline would turn them on stand-by for 3 - 4 month a year.*

- c. Would be MAPC open to standardization?

Response:

*No. Most municipalities will have unique requirements; we don't think standardization would be beneficial.*

- d. Could you provide a percentage of devices that would need seasonal suspension?

Response:

- *Newton anticipates 40%.*
- *If given an option, Cambridge would suspend service on at least 10% of their fleet after the winter although they may choose to suspend service on more than 10% of their fleet.*
- *Brookline anticipates 20%.*
- *Westwood 40 - 50%.*
- *Similar to Cambridge, if given the option Natick may suspend at least 10% of the fleet after the winter although may choose to suspend more.*

- Q5. Is vendor required to respond to Section 12, Product Requirements Matrix in the provided Excel format or could this form be incorporated into Microsoft Word table format and included within the Technical response?

Response:

*The vendor may incorporate the Product Requirement Matrix into a table format if they find that easier.*

- Q6. Is it fair to assume that connecting to vehicle inputs will not be required for the Mobile Units provided to Contractors for their vehicles?

Response:

- *Currently in Newton the contractors are not required to provide inputs, but they would like to include this in the near future.*
- *Cambridge does not require the mobile units to connect to any vehicle inputs.*
- *It is not required in Brookline snow contract, but is something they may add in the future.*
- *Westwood does not have this requirement for contractors.*
- *Natick does not currently require GPS units for contractors, however will consider some form of GPS tracking of contractors in the future (such as mobile units powered from accessory power).*

- Q7. Paragraph 3.2 reads in part "Proposed automatic vehicle location (AVL) systems with GPS will include some or all of the following: base station hardware; software (licensing); sensors and software integration; in-vehicle units; training (3 days on site); repair and maintenance; system integration; add data channel to radio system; and customizations."

- a. Please explain what is meant by and the hardware required to "add data channel to radio

system”.

Response:

*That is not applicable (N/A). That clause is hereby deleted.*

b. Please explain the details of “training (3 days of site)”.

i. Define what a day is.

Response:

*A day is eight (8) hours.*

ii. Is this training requirement for each city or each purchase or overall?

Response:

*This is a requirement for each city/town.*

iii. Can a vendor provide unlimited on-line instructor lead training in lieu of on-site training?

Response:

*No. The vendor may offer on-line instructor lead training to supplement on-site training, but must also offer on-site training. The requirement that the vendor include in the product three days of on-site training is revised to one day of on-site training. The vendor may offer pricing for additional hours of on-site training in their price proposal. The time and place of training shall be by agreement in a location convenient to the Buyers requesting instruction.*

Q8. Will you accept a hosted SaaS software solution rather than one hosted by City?

Response:

*Cambridge and Natick prefer a SaaS solution.*

*Brookline would accept a SaaS solution.*

*Westwood would accept a SaaS solution, but would also like to reserve the right to host if directed to by their IT.*

Q9. Please provide the name of the software mentioned as “The system must be capable of interfacing with the City’s Snow Plow Tracking Solution. Rest services are the preferred solution, but other options will be considered.”

Response:

*Please see response to Question #1 above.*

Q10. Please explain the following requirement: "Provide air and road temperature data."

Response:

*Some vehicles have road and temperature sensors on them. It would be helpful if this can be integrated to the GPS output.*

Q11. Please provide a list of existing technology vendors to some of the participating cities and towns.

Response:

*See Response to Question #1 above.*

- *Newton uses U.S. Fleet Tracking, Traisr.*
- *Cambridge has purchased GPS devices from Skybitz and VestigeGPS. They also have units from Samsara installed on several vehicles on a trial basis.*
- *Brookline and Boston currently use Trimball.*
- *Westwood currently does not have any technology.*
- *Natick currently uses GPS units produced by CalAmp LMU2620. The GPS tracking software/service is provided by Thingtech.*

Q12. In the product requirements spreadsheet under 'reporting' it requires a 'stop report'. Could you please clarify what scenario would be classified as a 'stop'?

Response:

*We would want exception report for idling and a stopped vehicle.*

*Vehicle not moving for x amount of time.*

*For idling.*

Q13. In the product requirements spreadsheet under 'additional functionality', it requests 'IOS and Andriod compatible app that drivers of contracted snow removal and street sweeping equipment can download to their cell phones that would allow the municipality to track them through the GPS providers software interface'. Is this request looking for a mobile application that can view the software interface or a mobile application that will act as a GPS tracking system?

Response:

*Brookline, Natick, Newton, and Westwood would be interested in both options - interface and/or*

*GPS tracking.*

*Cambridge would like to assign routes to drivers and for the drivers to be able to view those routes on their smart phones.*

Q14. Regarding alternate purchasing agreements, while you said they are not required, can we include them in the pricing matrix? Specifically, we would like to include lease options that would have a 24 or 36 month term. Is this acceptable in the RFP?

Response:

*Yes, providing leasing options is acceptable.*

Q15. Should we mark optional service add-ons as optional in the pricing matrix?

Response:

*Yes.*

Q16. On-Site Training: In section 3.2, the RFP states that proposed products “will include some or all of the following: Training (3 days on site).” The “3 days on site” is mentioned again in section 5.4 in the instructions for Tab 2. Is 3 days of on-site training an absolute requirement? And if so, does it apply to any MAPC community? If so, this could present a problem for vendors who sell a small number of units to a community and then need to provide considerable training time. Would it be possible for MAPC to provide suggested training requirements based on the number of units purchased?

Response:

*See response to Question #7(b)(ii) above.*

Q17. Based on Section 2.5, since the contract has been delayed and the award will happen with less than 6 months left in the contract, is it possible to have the initial contract extend to June of 2018 instead of June 2017? There is much effort to bid the contract with very little time prior to the extensions.

Response:

*The RFP is hereby revised to read “The initial term of any contract(s) awarded under this solicitation will be for one-year from the date of execution.” Each contract will still be eligible for two (2) additional one-year extensions.*

Q18. To whoever is awarded the bid, will MAPC provide a list of all participating municipalities?

Response:

*Yes. MAPC will provide a list of all participating municipalities. We also anticipate marketing the*



*contracts to the municipalities in our region and creating a webpage with all the contract information. We will also considering putting together a workshop or mini-vendor show as well.*

Q19. Is it important that the vendor is also the manufacturer of the product?

Response:

*It is not important that the vendor be the manufacturer.*

Q20. Also is it important that the manufacturer is ISO 9001 certified which audits its products for quality each year?

Response:

*ISO 9001 certification is not a requirement.*

Q21. Would it be of value that the manufacturer offers a WiFi (passive version GPS) along with an active GPS? This way the municipalities will have more affordable pricing options.

Response:

*Yes. The vendor should offer those solutions they feel will be attractive to the municipalities in function as well as price.*

Q22. MAPC Compliance Table Questions:

- a. Row 11 – Which snow plow tracking solution is currently implemented? What kind of integration is required?

Response:

*See response to Question #1.*

- b. Row 18 – What is considered a "mobile device"? Is a GPS device connected by a harness to an OBD port (or lighter socket) for power and can be transferred to another vehicle considered a mobile device?

Response:

*Mobile device is one that plugs into accessory outlet.*

*A mobile device is a GPS device that can be powered through an accessory outlet like a lighter socket or USB port, can operate on battery power and can be transferred to different vehicles. A device that must plug into the OBD port would not be considered a mobile device.*

- c. Row 19/86 – What battery operated duration is required for the battery operated

devices? Are 10 second update intervals required for these devices as well?

Response:

*Battery operated duration of 30+ hours with 30 second or better update intervals would be required for the mobile units.*

*Duration of at least 48 hours with 10 second interval updates is preferred.*

- d. Row 72 – What kind of sensors are being used for detecting plow up/down, spreader on /off, broom up/down, etc.

Response:

*No one is currently using sensors, but Natick is working to connect PTO outputs to GPS units.*

- e. Row 74 – ESRI/SnowCap integration - What is the scope of integration and functionality required?

Response:

*Ability to overlay on current GIS mapping.*

- f. Row 77/80 – How are the routes generated? Is there a route planning system to be integrated with?

Response:

*Newton does this through Traisr.*

*Cambridge would upload the routes into the vendor's software in the format specified by the vendor.*

- Q23. Section 8.13, Contract Administration Fee: Can MAPC please provide additional clarification on what is eligible and not eligible for the 1% Contract Administration Fee?

Response

*The 1% contract administration fee applies only to the purchase of **hardware** and **the initial purchase of software**. The contract administration fee will not apply to installation costs, maintenance and support, training, or other ongoing costs or fees.*

- Q24. Can MAPC please provide clarification on what information is required in the Quarterly Report?

Response

*Vendors will provide MAPC with detailed reports within one (1) week after the close of each quarter. Reports shall contain all data pertinent to the purchase of the equipment and services subject to this RFP. Reports must be provided in electronic form (preferably .xls, .csv or .txt format) delivered via e-mail, and in printed form if requested. Reports should combine all municipalities for which you have provided goods and services in a single report. Reports must be provided in electronic form (preferably .xls format) and include:*

- *Municipality*
- *Municipal contact name*
- *Municipal contact phone*
- *Municipal contact email*
- *Product*
- *Product Description*
- *Price*
- *Qty.*
- *Total Value*

Q25. Can MAPC please provide clarification on the due dates for the Vendors Reports and Payment of the Contract Admin Fee?

Response

*MAPC operates on a July – June fiscal year. Reports will be due within one week after the end of each quarter: Q1 (July – September); Q2 (October – December); Q3 (January – March); and Q4 (April – June). MAPC will invoice the vendor as soon as possible after receiving each quarterly report after which payment of the quarterly Contract Administration Fee is due from the Vendor to MAPC within 30 days of invoicing.*

Q26. Can you clarify the use case around the requirement: "should have the ability to disable data service when device is not in use"?

Response

*See response to Question #4 above.*

Q27. Can you provide more details around the requirements / use cases for "Provide air and road temperature data"?

Response

*See response to Question #10 above.*

Q28. The RFP reads as if there could be multiple vendors who are added to a form of menu the cities and towns in the MAPC can order off of. Is this the case?

Response

*Yes, that is the case.*

Q29. Do you have an idea on the number of vendors who will be invited to the demos?

Response

*No, not at this time.*

Q30. For questions where we can support a requirement and can provide some additional specifics, would you like or is it ok to add in some notes to a column on the right

Response

*That is acceptable.*

## RFP # MAPC 2016 AVL

### Addendum #4

Issued: Tue, Oct 18, 2016

#### Questions and Responses:

Q1. Is MAPC open to a limited number of exceptions to the Master Agreement, and the additional of supplemental product related terms and conditions?

Response

*Yes. MAPC will consider additional supplemental product related terms and conditions. The first paragraph of RFP Section 4.5, Contract is hereby revised to read "A sample copy of MAPC's standard contract can be found in Section 10 of this RFP. MAPC's contract will be the primary agreement. Relevant additional or special contract terms and conditions such as software licensing agreements, etc. will be negotiated after Notice of Award."*

## RFP # MAPC 2016 AVL

### Addendum #5

Issued: Wed, Oct 18, 2016

#### Questions and Responses:

*This addendum provides additional information from the City of Somerville to the responses already provided in Addendum #3.*

Q1. Section 12, Product Requirements Matrix, Row 11: "The system must be capable of interfacing with the City's Snow Plow Tracking Solution. Rest services are the preferred solution, but other options will be considered." Can you please provide specific details of the City of Newton's current Snow Plow Tracking Solution?

Response:

*Somerville currently contracts with Verizon to provide our snow plow tracking.*

Q2. Section 12, Product Requirements Matrix, Row 19: "Mobile devices should include the option to run on battery power." Can you please elaborate on what is meant by battery power?

Response:

*For Somerville, mobile devices should plug into OBD for city owned and dash with plug and play for vendors.*

Q4. Section 12, Product Requirements Matrix, Row 20 and Row 78: "Should have the ability to disable data service when device is not in use" and "Should have the ability to pause billing for dedicated snow equipment during spring/summer months when it is not in use." Please clarify.

Is seasonal standby of devices required of all eligible entities? If no, which eligible entities or eligible partners would be affected?

Response:

*Seasonal standby will not be required by all eligible entities.*

*Somerville would require seasonal standby on about 20% of their units.*

Q8. Will you accept a hosted SaaS software solution rather than one hosted by City?

Response:

*Somerville will consider a SaaS solution pending product demonstration.*

Q11. Please provide a list of existing technology vendors to some of the participating cities and towns.

Response:

*See Response to Question #1 above.*

*Somerville currently uses Verizon.*

Q12. In the product requirements spreadsheet under 'reporting' it requires a 'stop report'. Could you please clarify what scenario would be classified as a 'stop'?

Response:

*Idle and over 15 minute report.*

Q13. In the product requirements spreadsheet under 'additional functionality', it requests 'IOS and Andriod compatible app that drivers of contracted snow removal and street sweeping equipment can download to their cell phones that would allow the municipality to track them through the GPS providers software interface'. Is this request looking for a mobile application that can view the software interface or a mobile application that will act as a GPS tracking system?

Response:

*Somerville would be interested in both options – interface and /or GPS tracking.*

## RFP # MAPC 2016 AVL

### Addendum #6

Issued: Mon, Oct 24, 2016

#### Questions and Responses:

Q1. Section 12, Product Requirements Matrix, Row 11: "The system must be capable of interfacing with the City's Snow Plow Tracking Solution. Rest services are the preferred solution, but other options will be considered." Can you provide the API integration information from the City's Snow Plow Tracking Provider or their contact information so we can make sure their systems will allow for the integration to take place?

Response:

*Please see Addendum #3. The municipalities will integrate with any system that provides an API for retrieving the data. The system must allow the municipalities software to query vehicle travel history as well as current vehicle location information.*

Q2. Do you have a list of plan holders? We don't plan to submit a proposal ourselves, but would be interested in working with a company that plans to.

Response:

*The following is a list of the vendors who have requested the RFP:*

- AAT Inc.
- AssetWorks LLC
- AT&T
- Atlantic Broom Service, Inc.
- BSM Technologies
- CalAmp Corp.
- Cambridge Mobile Telematics
- Compasscom
- DoubleMap, Inc.
- Dynamic Vision, Inc.
- eRepublic
- ERT
- Fleet Analytics
- Fleetmatics
- Fleetmind Solutions Inc.
- Forward Thinking Systems



- GE
- LB Technology, Inc.
- Orpak USA Inc.
- Quake Global
- Ride Systems
- RL Controls, LLC
- Samsara
- Selex ES
- Shay Enterprise
- Syncromatics Corporation
- Synovia Solutions
- Teletrac Navman
- Telogis, Inc.
- Terminal Exchange
- Trimble
- TripSpark Technologies
- Utilimarc
- Vecima Networks Inc.
- Verizon
- Vestige GPS

## RFP # MAPC 2016 AVL

### Addendum #7

Issued: Fri, Oct 28, 2016

#### Questions and Responses:

- Q1. We've reviewed the "Minimum Quality Requirements" form provided in Section 9 of the RFP. The form states that "The Proposer must have been in business for at least three (3) years". We are a start-up and have not been in business 3 years yet. Should we not respond?

Response:

*The primary objective of this RFP is to provide an efficient and economical way for MAPC municipalities to purchase automatic vehicle location (AVL) systems with GPS from a range of proven technology, including the newest technology whether from a start-up or more well established vendor. The "Minimum Quality Requirements" form is hereby revised to require a minimum of one year in business.*

*A revised "Minimum Quality Requirements" form (10/28/16) is attached and should be used by vendors when submitting their proposals.*

## Minimum Quality Requirements – Revised (10/28/16)

In order for a Proposal to receive further consideration, Proposer must unconditionally check “Yes” to each Quality Requirement below. A Proposal will be rejected in its entirety if a Proposer fails to check “Yes”, or who modifies, qualifies, or limits its affirmative response in any way.

Circle “Yes” or “No” for each of the following requirements:

- a. Proposer is actively engaged in the manufacturing, sale, or sale and service of the goods solicited by this RFP.

Yes          No

- b. The Proposer must have been in business for at least one (1) year.

Yes          No

- c. Proposer has a Point of Contact who can be reached 24 hours a day, 7 days a week for customer-related issues and troubleshooting.

Yes          No

Authorized Agent of the Proposer:

\_\_\_\_\_

Signature (blue ink please)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Name (as used for tax filing)

\_\_\_\_\_

SS# or Federal ID#