

City of Newburyport, Massachusetts

Request for Proposals For Parking Violation Processing and Collection Services

The City of Newburyport, Massachusetts is seeking proposals from vendors to modernize its parking violations issuance, processing and collection services. The scope of services includes providing handheld electronic equipment to record parking violations, transmit data to an electronic database, process payments, provide delinquent notices and provide periodic financial reports.

Five (5) separate sealed envelopes containing the non-price technical proposals marked "Non-Price Proposal Parking Violation Processing and Collection Services" and one (1) containing the price proposal marked "Price Proposal Parking Violation Processing and Collection Services" on the outside of the mailing envelope must be received by the City of Newburyport Clerk's Office, 60 Pleasant Street, Newburyport, MA 01950 prior to 10:00 a.m. on June 30, 2010. It is the sole responsibility of the proposer to insure that the proposal arrives on time at the designated place.

Price proposals must be submitted separate from technical proposals. No reference shall be made to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. The Price Proposal Form included in the RFP must be completed and submitted with the Price Proposal. No substitute form will be accepted.

Questions or clarifications on the RFP must be directed to Richard B. Jones, Parking Clerk, in writing via email at clerk@cityofnewburyport.com and will be accepted until 10:00 a.m. on June 23, 2010. Answers to these questions will be posted under Parking on the City Clerk's website at www.cityofnewburyport.com.

The City of Newburyport reserves the right to reject any or all proposals, to waive minor informalities or technical deficiencies, or allow the proposer to correct them. The City also reserves the right to accept any proposal that it may deem to be in the best interest of the City and to negotiate the terms and conditions of any proposal leading to execution of a contract.

No proposer may withdraw their proposal after the opening and prior to the execution and delivery of the contract. The proposal will remain in effect for a period of 60 days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed, or this RFP is canceled, whichever occurs first.

SECTION 1.0 INTRODUCTION AND BACKGROUND

The City of Newburyport is working in close coordination with the Newburyport Redevelopment Authority (NRA) and the Waterfront Trust (WT) to introduce a unified downtown off-street paid parking program. Last year, the Waterfront Trust purchased and installed a pay and display parking meter in their Merrimac Street Lot. The City desires to build on this successful initiative by installing approximately 10 new pay and display parking meters in its own downtown off-street parking lots. Under the new parking program, on-street parking will be time restricted and remain unmetered - placing an increased emphasis on efficient parking enforcement to ensure proper turnover of downtown parking spaces.

The City will be expanding its parking enforcement staff to meet the anticipated demands of the new paid parking program and is looking to improve the efficiency of its violations issuance, processing and collections process through technology enhancements, automation of manual processes and consolidation of functions. The City is also considering outsourcing the collection of its unpaid parking violations.

SECTION 2.0 SCOPE OF SERVICES

2.1 Summary Description of Services:

The City of Newburyport is seeking a contractor to provide parking violation processing services for a period of three years. The resultant contract will be for a one year period with an option to renew for two additional one year periods at the sole discretion of the City. The scope of services includes providing four (4) lightweight handheld ticket-writing devices for use by the City's civilian enforcement personnel with all associated equipment, software, supplies, forms and training for uploading and downloading automated ticket information to a central database; along with a state-of-the-art database management system for processing all transactions and generating required financial and management reports.

Such devices include, but are not limited to, the following: recording violations, receiving payments, cash management, data entry, data processing, management information systems, generation of delinquent notices, report generation and all forms. The City is also requesting that prospective contractors submit a separate plan for the collection of unpaid parking tickets. All proposals should be on a percentage of collection basis excluding fees from the Massachusetts Registry of Motor Vehicles.

There shall be no upfront out-of-pocket cost to the City of Newburyport. The City will provide enforcement staff with supervision, existing computer terminals at City offices, internet and telephone service. A detailed listing of the Scope of Service specifications and requirements is provided in Section 2.2 below.

The City of Newburyport issued approximately 4,300 parking violations per year in 2009 with an average fine amount of approximately \$15 per violation. Tickets are written by hand. The City currently provides for internet payment of parking violations through an outside contractor. Ticket processing services are also provided by outside contractor. Based on the planned expansion of parking enforcement personnel it is projected that the City will be issuing 10,000 violations annually with an average fine of approximately \$20 per violation. The City cannot however, guarantee a specific volume of tickets for future time periods.

2.2 Specifications and Requirements

The City of Newburyport is seeking to automate and modernize its parking violations processing services. The desired equipment, system, service and product specifications and requirements are as follows:

A. Equipment:

Four (4) handheld automated ticket writers and related equipment that meet the following requirements:

1. Lightweight and easy to use by non-technical personnel.
2. Must function in extreme weather conditions, including damp and sub-freezing weather and be capable of printing tickets in the rain and winter elements.
3. Vendor to provide timely maintenance and/or replacement of damaged or non-functioning equipment at no cost to the City. Maintenance, repair and replacement of faulty equipment will be the responsibility of the vendor to include the handhelds, printers, batteries, chargers and cables.
4. Vendor must provide initial training for up to eight (8) enforcement and management personnel along with periodic ongoing technical support for existing and new employees as needed.
5. Vendor to provide all paper ticket stock, envelopes, printer supplies to render hand held devices fully operational at all times.
6. Printed tickets must be capable of printing a professional/official form that remains legible and does not smear when the form becomes wet.
7. Ability to provide easy to use computerized chalking to eliminate the need for physical chalking of tires to enforce time limits.
8. Ability to scan State Inspection Stickers or License Plates as an alternative to keying in data.
9. Ability to provide photos on each parking ticket and in delinquent notices.
10. Ability to track employee time and location in real time.
11. Ability to provide a wireless solution eliminating the need for daily data dumps of violations.

B. System:

1. The software must be intuitive and easy to use by non-technical personnel.

2. The service must provide for nightly on-site and off-site back-ups saved for a period of twelve months.
3. The vendor must provide for adequate training and ongoing technical support for office staff.
4. The software can be accessed from multiple terminals in the City Clerk's office and other offices as determined by the City.
5. The system must accommodate the continued use of manual parking tickets issued by the City's Police Department.
6. The vendor must provide customization of software to ensure that it conforms to the rules of the City and the State of Massachusetts Vehicle and Traffic Laws.

C. Ticket Processing

1. The vendor is required to print all automated ticket information according to M.G.L. Chapter 90 and the Massachusetts Registry of Motor Vehicles (RMV).
2. The vendor is required to print on all manual and automated tickets that payments can be made by: a) mail; b) phone c) via the internet where credit cards, debit cards, business checks and personnel checks are accepted. Payments made by mail are to be directed to the vendor's lockbox address. Payments by phone are to be directed to the vendor's place of business. Payments by internet are to be directed to the vendor's internet web site.
3. The vendor is required to enter all manual ticket information into the computer database within 24 hours after receipt of the information.
4. The vendor is required to interface with the Massachusetts RMV no less than weekly to obtain names and addresses for vehicle registrations that have unpaid tickets.
5. The software must be able to print an exact copy of any ticket issued.
6. The vendor is required to create a daily scofflaw file of all motorists owing 5 or more unpaid parking tickets.
7. The vendor is required to have access to records originating from State Motor Vehicle Agencies outside of Massachusetts for use in preparing delinquent notices.

D. Payment Processing

1. A phone number must be provided where credit card and debit card payments can be processed over the phone.
2. The vendor must host a secure website where payments either by credit card, debit card, business check or personal check can be processed and the system updated in real time. The web site is required to display all outstanding parking tickets for a specific vehicle registration.
3. A service where payments are processed and deposited into a City bank account on a daily basis.
4. Payments must also be able to be received in person at Newburyport City Hall.

E. Delinquent Notices

1. Issue **Overdue Notices** to delinquents that have not paid tickets within 21 days of issue.
2. Issue **Non-Renewal Notices** to all motorists who did not pay their parking tickets in full after receiving the first notice.
3. Issue **Confirmation of Non-Renewal Notices** to delinquents that were successfully “marked” by the RMV.
4. Issue **Unpaid Notices** to delinquents that the Registry failed to “mark” for non-renewal status.
5. Issue **Tow and Hold Notices** to delinquents that have five (5) or more unpaid tickets stating that they are subject to the City’s tow and hold policy. *The City does not currently tow and hold vehicles for outstanding parking violations, however, this notice is included should the City decide to initiate such a program.*

The individual delinquent notices listed above shall be printed on different color paper. The delinquent notices should have the ability to reflect a copy of the violation with photo, individually list fines and fees including RMV fees.

F. RMV Marking and Clearing

1. The vendor is required to have direct on-line access to the Massachusetts RMV for the purpose of inquiry, performing immediate “marks” and performing mark “clears”.
2. The vendor is required to provide reports as to the number of tickets that were successfully marked as well as the Registry mark rejects.

G. Optional Collection of “Old” Parking Tickets

The City would like prospective contractors to submit a plan for the collection of all outstanding ticket fees and fines over two years from issue. All costs for the collection of old parking tickets will be incurred and paid for by the contractor in exchange for an agreed upon fee or a percentage of the money collected. Massachusetts RMV fees collected will not be paid a commission as 100% of all Massachusetts RMV fees are ultimately due the RMV. The City currently has approximately 9,000 in unpaid parking tickets that are over two years old dating back to 1994 with an outstanding balance of approximately \$160,000 not including RMV fees.

SECTION 3.0 PROPOSAL REQUIREMENTS AND FORMAT

All information in the proposal should be organized and presented as directed below. The proposal should provide a straightforward and concise description of the Proposer’s commitment and ability to provide the equipment and services described in this document. To expedite the evaluation of proposals, it is essential that the Proposer

strictly adhere to the instructions. A proposal may be deemed to be non-responsive, at the Evaluation Committee's discretion, if a Proposer fails to comply with the following instructions.

3.1 Non-Price Proposal

The following items are to be included in the proposers Non-Price Proposal:

Part 1: Introductory Letter of Vendor (no more than 2 pages) – this letter must state the name of the person(s) authorized to represent the Proposer in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result from negotiations, and the contact person's name, mailing address, phone and fax numbers and email address.

Part 2: Project Understanding and Technical Approach – Proposers shall demonstrate their ability to perform the requested services by addressing each of the specifications and requirements listed in Section 2.2. Proposer should provide description and capabilities of their hardware, software, equipment and proposed devices with sample reports and other outputs and units of measure that demonstrate the capabilities of the proposed systems including, but not limited to management reports, delinquent notices, violations, photo records, etc. To the extent that the system, equipment or service does not have the features/specifications outlined, the deviation must be noted and a brief explanation provided. To the extent that the proposed system exceeds the listed specifications or provides features that are above and beyond what is requested, and may be of value to the City, the benefits and features should be highlighted in the proposal.

Part 3: Qualifications, Experience and Expertise – the Proposer must document the experience and expertise of the organization including experience providing similar services to other municipalities in Massachusetts, New England and nationally. The proposal should highlight the manner in which this experience relates to similar successful projects that have previously been completed. Proposers are encouraged to provide performance measures on similar projects which can be documented, such as the percentage of outstanding violations collected, etc. However, no cost information shall be associated with this section; costs are to be submitted under separate cover in the price proposal. Failure to comply with this requirement will result in disqualification of the Proposer.

Part 4: Hardware/Software Guarantees and Upgrade Policies – Proposer should provide any guarantees related to the replacement and timing thereof of any defective or non-functioning hardware, software or equipment as well as any upgrade policies and procedures. Recommended PC Workstation requirements to accommodate the proposed software system should be provided.

Part 5: Security & Privacy Standards Compliance - Describe the vendor's security and privacy procedures attaching relevant policies and indicating the extent to which the vendor and product is compliant with the required specifications, PCI Data Security Standards and with Massachusetts data privacy regulations with respect to standards for

the protection of personal information. Vendors must identify any material litigation, disciplinary actions or penalties, and/or administrative proceedings (of any kind) currently affecting your firm or involving allegations of security law violations of the firm and the disposition of such litigation, actions, penalties or proceedings.

Part 6: References – Identify and provide references for six (6) municipalities utilizing the Proposer’s services (must specify all services and actual services and equipment being provided) using the references form included in **Exhibit A** of this RFP. Proposer should list the contact information for communities in Massachusetts first. If there are not six (6) Massachusetts references, list other New England communities second. If there are not six Massachusetts and New England communities combined, list non-New England communities last. Submit completed **Exhibit A** with your Non-Price Proposal.

Part 7: Non-Collusion Statement - All Proposers are responsible and required by Massachusetts General Law to submit a statement of Non-Collusion with their bid. Therefore, proposers are required to fill out, sign and submit with their Non-Price Proposal the Certificate of Non-Collusion Form included in **Exhibit B** of this RFP.

As stated earlier, no reference to pricing shall be included in the Non-Price Proposal.

3.2 Price Proposal

All Proposers must complete the Price Proposal Form included in **Exhibit C** of this RFP and submit it in a separate, sealed envelope labeled “Price Proposal Parking Violations Processing and Collections Services”.

SECTION 4.0 PROPOSAL EVALUATION AND SELECTION

All proposals submitted in accordance with the requirements of the RFP will be reviewed in accordance with MGL Chapter 30B by the Selection Committee, and final selection will be based upon an evaluation and analysis of the information and materials required under the RFP, and possible interviews with, and demonstrations of equipment by selected firms. Each proposal shall consist of two (2) separate parts, a Non-Price Proposal and a Price Proposal, which shall be evaluated separately.

The City reserves the right to award the contract to the most advantageous proposal, taking into consideration both technical and price aspects of the proposals submitted, and shall not be required to award to the firm submitting the lowest cost proposal. Non-Price proposals will be scored based on the comparative evaluation criteria listed below and a defined rating system for each criteria of: “Highly Advantageous”, “Advantageous”, “Not Advantageous” or “Not Acceptable”. After evaluating the Non-Price Proposals, the City will open the cost proposals.

4.1 Comparative Evaluation Criteria

1. **Completeness of Proposal and Plan of Service:**

Highly Advantageous: Proposers whose plan is highly defined and developed with an exceptionally clear and focused strategy.

Advantageous: Proposers whose plan is well defined and developed with a clear and focused strategy.

Not Advantageous: Proposers whose plan is not well defined and developed or strategy is unclear and unfocused.

Not Acceptable: Proposers whose plan is not well defined and developed and strategy is unclear and unfocused.

2. Service Requirements:

Highly Advantageous: Vendor whose plan meets 100% of the service requirements defined in Section 2.2.

Advantageous: Vendor whose plan meets approximately 95% of the service requirements defined in Section 2.2.

Not Advantageous: Vendor whose plan meets approximately 90% of the service requirements defined in Section 2.2.

Not Acceptable: Vendor whose plan meets approximately 85% of the service requirements defined in Section 2.2.

3. Handheld Device:

Highly Advantageous: Lightweight, durable, all weather, easy to use, with vendor replacement equipment next business day at no cost to the City.

Advantageous: Lightweight, durable, all weather, easy to use, with vendor replacement equipment second business day at no cost to the City.

Not Advantageous: Somewhat heavier and bulky, durable, all weather, easy to use, and/or with vendor replacement equipment in excess of two business days at no cost to the City.

Not Acceptable: Any of the following: Heavy and Bulky, questionable durability, unable to perform in all weather conditions, comparatively difficult to use, vendor replacement equipment more than three business days.

4. Transactions:

Highly Advantageous: Transactions including parking tickets posted in real time.

Advantageous: Daily downloads of transactions including parking tickets posted at the end of each workday.

Not Advantageous: Transactions including parking tickets posted next business day.

Not Acceptable: Transactions including parking tickets posted more than one business day.

5. Payment Processing:

Highly Advantageous: Website and phone number to accept payments deposited directly to City account the same day.

Advantageous: Website and phone number to accept payments deposited directly to City account next business day.

Not Advantageous: Website and phone number to accept payments to lockbox

Not Acceptable: No website or phone number payment option.

6. **Services and Support**: Installation and support, training, consulting and professional services, security management, on-call technical assistance and guarantees.

Highly Advantageous: Exceptional quality/level of professional services, support, security and guarantees proposed.

Advantageous: Good quality/level of professional services, support, security and guarantees proposed.

Not Advantageous: Fair quality/level of professional services, support, security and guarantees proposed.

Not Acceptable: Poor quality/level of professional services, support, security and guarantees proposed.

7. **Qualifications/References**: Track record of related experience, expertise, and successes and references.

Highly Advantageous: Demonstrated record of success in Massachusetts, New England and Nationally with only favorable references on similar projects.

Advantageous: Demonstrated record of success in Massachusetts with more favorable than unfavorable references on similar projects.

Not Advantageous: Limited record of success or experience in Massachusetts market and more favorable than unfavorable references on similar projects.

Not Acceptable: Limited to poor record of success or limited to no experience in Massachusetts market or more unfavorable than favorable references on similar projects.

4.2 Selection Committee and Process

A selection committee will be appointed to evaluate the proposals received. The City of Newburyport reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defect if, in the City's sole judgment, the best interests of the City will be so served.

The City of Newburyport has the right to require any clarification or change it needs in order to understand the respondent's view and approach to the project and scope. Any changes to the proposal will be made before executing the contract and will become part of the successful proposer's contract.

During the evaluation process, the City of Newburyport may choose to interview a select number of proposers. Proposers should be prepared to make a presentation to the City, including an operating demonstration of the proposed equipment and software.

EXHIBIT A: REFERENCE FORM

<i>Governmental Agency/ Business</i>	<i>Contact Person</i>	<i>Title</i>	<i>Telephone</i>	<i>Email Address</i>

Description of Project: _____

<i>Governmental Agency/ Business</i>	<i>Contact Person</i>	<i>Title</i>	<i>Telephone</i>	<i>Email Address</i>

Description of Project: _____

<i>Governmental Agency/ Business</i>	<i>Contact Person</i>	<i>Title</i>	<i>Telephone</i>	<i>Email Address</i>

Description of Project: _____

<i>Governmental Agency / Business</i>	<i>Contact Person</i>	<i>Title</i>	<i>Telephone #</i>	<i>Email Address</i>

Description of Project: _____

<i>Governmental Agency / Business</i>	<i>Contact Person</i>	<i>Title</i>	<i>Telephone #</i>	<i>Email Address</i>

Description of Project: _____

<i>Governmental Agency / Business</i>	<i>Contact Person</i>	<i>Title</i>	<i>Telephone #</i>	<i>Email Address</i>

Description of Project: _____

EXHIBIT B: CERTIFICATE OF NON-COLLUSION

The undersigned certified under the penalty of perjury that this bid or proposal has been made 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, association, or other organization, entity or group of individuals.

Bidder: _____

Address: _____

Telephone/
Fax/Email: _____

Authorized Signature: _____

Title: _____

TAX COMPLIANCE

IF A CORPORATION:

State in which incorporated: _____

President: _____

Treasurer: _____

Secretary: _____

If a foreign/out-of-state corp., are you registered to do business in Massachusetts? YES ___ NO ___

If you are selected for this work, you are required under MGL Chapter 181 to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate to the awarding authority prior to award.

IF A PARTNERSHIP (Name all Partners)

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

IF AN INDIVIDUAL:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____

IF AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME:

<u>NAME of FIRM</u>	<u>ADDRESS</u>
_____	_____

<u>NAME of INDIVIDUAL</u>	<u>ADDRESS</u>
_____	_____

ATTESTATION CLAUSE: Pursuant to MGL c62C sec 49A. I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Social Security # or Federal I.D. # Signature or Individual or Corporate Name Corporate Officer

_____ (If Applicable)

EXHIBIT C: Price Proposal Form

All Proposers must submit bids in strict accordance with the submission requirements listed below. Any proposers failing to provide all of the following submission requirements will be considered "not responsive" and their proposal may be rejected without further consideration.

Prices provided by the Proposer in the table below shall be based on the estimated yearly volumes provided in the table below.

PROPOSED PRICES:

YEAR ONE	10,000	\$
YEAR TWO	10,000	\$
YEAR THREE	10,000	\$
TOTAL ALL INCLUSIVE THREE YEAR COST	-----	\$

Please indicate if there is any cost for future software/hardware upgrades and explain:

OPTION 1: Price in words for optional collection of all outstanding parking tickets (fees and fines) that are over two years from issue (see Section 2.2 G)

AUTHORIZED SIGNATURE:

The undersigned hereby proposes to furnish all required services contained in this RFP and for the bid price contained on this form. Signatory must provide evidence of authority to enter into this agreement.

Company Name	Street Address	City/State/Zip Code
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Authorized Signature	Print or Type Name	Title
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E-mail Address	Telephone Number	Fax
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