

City of Everett, Massachusetts
Purchasing Department
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Everett, MA 02149
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25-02 EQUIPMENT, DATA PROCESSING & COLLECTION SERVICES FOR PARKING VIOLATIONS

DUE: October 16, 2024 by 10 am

CITY OF EVERETT REQUEST FOR PROPOSALS

PURCHASE DESCRIPTION:

This is a Request for Proposals to provide ticket-writing hardware and software, tech support, data processing, and collection services for parking violations. Proposals will be evaluated pursuant to Massachusetts General Laws, Chapter 30B. The City intends to enter into an agreement for up to one year, with an option to extend up to two years. The final date to submit proposals is October 16, 2024 by 10 am.

INTRODUCTION:

- 1. The City of Everett (hereinafter referred to as the City) is requesting sealed proposals from responsive and responsible vendors to provide parking enforcement hardware and software, tech support, data processing, and collection services for parking violations for a period of three years.
- 2. All Request for Proposal information, specifications, where and when to submit proposals, requirements and related details are attached hereto and incorporated herein by reference.
- 3. The City reserves the right to reject any and all proposals.
- 4. Attached please find a purchase description, proposal requirements, evaluation criteria (minimum and comparative), contractual terms and conditions, deposits and/or performance bond requirements, if any, all of which are attached hereto and incorporated herein by reference.
- 5. Forms and certificates to be completed and included are Proposal Forms (to be used as cover pages for proposals with and without prices, Certification of Non-Collusion and Non-Conflict of Interest, Certification of State Tax Compliance, all of which are attached hereto and incorporated herein by reference.
- 6. Massachusetts General Laws, Chapter 30B, which is incorporated herein by reference, shall govern all procedures.

INSTRUCTIONS AND INFORMATION:

1. Request for Proposal specifications and information are available on the City's Website Purchasing - Everett, MA - Official Website (cityofeverett.com). Sealed proposals will be received at the same office until 10 am October 16, 2024. Pursuant to G.L. c.30B, s.6(d), the contents will remain confidential, and the proposals with price will remain sealed pending completion of the evaluation process. No proposals will be accepted after the time and date specified.

2. As required by G.L., c.30B, s.6(b)(3), two (2) original sealed proposals must be completed, signed, sealed and delivered. One shall not include prices; one shall have prices. The RFP Response shall be provided in two (2) separately bound parts as described in the following sections. The two (2) parts shall be marked Part I – Equipment, Data Processing and Collection Services for Parking Violations: Non-Price Proposal and Part II –: Equipment, Data Processing and Collection Services for Parking Violations: Price Proposal. They must be submitted in separate sealed envelopes.

Three (3) sets of the proposal should be delivered no later than 10 am October 16, 2024 to:

City Hall 484 Broadway, Room 14 Everett, MA 02149

- 3. The City will not be responsible for the premature opening of any proposal not properly identified. The City shall award any contract within 30 days from the proposal due date.
- 4. The City reserves the exclusive right to reject any or all proposals.
- 5. Proposals which are incomplete, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.
- 6. Pursuant to G.L., c.30B, the City may waive "minor informalities" or allow the vendor to correct them. Other minor errors will be clarified in the spirit and letter of c.30B. Conditional proposals will not be considered as responsive pursuant to c.30B.
- 7. Purchases of goods and services by the City are exempt from the payment of Federal excise taxes and Massachusetts' sales tax, and any such taxes must not be included in the price computations.
- 8. The successful contractor will not be permitted to assign or underlet the contract, nor assign either legally or equitably, any moneys hereunder, or its claim thereto, without the previous written consent of the City.
- 9. The proposal for work detailed in the purchase description must cover all contingencies, including labor, materials, transportation, and all others, necessary for delivery of the project required by the City.
- 10. Inquiries concerning any part of this proposal shall be made in writing at least five (5) business days prior to the date the proposals are due. All questions will be answered in writing. If the City issues any addenda to this proposal, each vendor shall acknowledge on both proposal forms the receipt of each addendum by writing the addendum number and date.

- 11. The successful vendor will be required to provide evidence of coverage of Workers' Compensation coverage for all employees pursuant to the Massachusetts' General Laws.
- 12. The successful vendor will be required to identify and hold harmless the City of Everett for all damage to life and property that may occur, due to his negligence or that of his employees, subcontractors (if any), or any others under his control or influence as necessary to complete the project. Such indemnification shall be liability and property damage insurance in amounts of Five Hundred Thousand Dollars (\$500,000.00), same to include the City as an additionally insured.
- 13. The City shall have the option of extending or renewing this contract for two (2) consecutive one (1) year periods, for the same discount rate and upon the same conditions as are contained in the contract at the time said option is exercised; except as such conditions shall have been modified by mutual agreement of the parties. Said option shall deem to have been exercised by the City, provided the vendor has been given preliminary notice of the City's intention to renew this contract. Such a preliminary notice shall not be deemed to commit the City to renewal.

SUBMISSION REQUIREMENTS:

Any vendor failing to provide all of the following submission requirements will not be considered "responsive" and will be rejected.

- 1. Non-Price Proposal: All non-price proposals shall include the following information:
 - a. Name of firm (s):
 - b. Address of firm (s);
 - c. Name and telephone number of contact person;
- d. Name and address of all partners, officers and directors and other persons with an ownership interest greater than 5%;
- e. Names of any City officials or employees who are related to any of the partners, officers, or directors of the firm or have any ownership interest in the firm;
 - f. A description of the general skills of the firm;
- g. If a joint venture proposal, provide the above information for all parties to the joint venture and clearly describe the role of each party to the venture;
- h. Other information that will document the firm's capabilities and qualifications for the project;
- i. All vendors shall submit all documents required by the Purchase Description, Minimum Evaluation Criteria and Comparative Evaluation Criteria (references, etc.).
- **2. Plan of Services:** All vendors are to supply a "Plan of Services" (included with the Non-Price Proposal) that will be incorporated into the contract with the successful vendor, following negotiations, if necessary:

- TASK 1: Ticket-Writing Equipment Services: The vendor shall identify the manufacturer and type of any and all pieces of equipment to be used in the issuance of parking violations, including but not necessarily limited to hand-held ticket writers, printers, battery packs, charging cradles, and peripheral equipment. The vendor should also submit a plan for maintenance and repair/replacement of this equipment in order to avoid any down time in the project.
- TASK 2: Data Processing Services. The vendor shall describe the data processing capability available to support this project. This description shall include the hardware that will be utilized, the features and capability of the application software and how much training will be needed for the City's personnel to effectively use the system. Data processing services are to include but not necessarily limited to: a.) personal computers, laser printers, receipt printers, and other equipment related to the data processing of parking tickets; b.) interface with the Registry of Motor Vehicles to obtain the names and addresses of motorists; c.) data entry and/or transfer of tickets; d.) automatically posting late and penalty fees nightly; e.) providing all preprinted delinquency notices and envelopes; f.) printing, stuffing and mailing of all delinquency notices on a daily basis; g.) all standard reports; h.) toll free telephone line support; and i.) conversion of the existing files of parking tickets.
- TASK 3: Collection of Parking Tickets. The vendor shall prepare and submit a plan on how parking ticket payments will be collected. This plan should include an estimate of the annual revenues that the vendor projects will be collected. The plan should also include provisions to convert all parking violation data that contain all past due balances, transactions, and name and address information from the City's present vendor as well as all future information provided by the Registry of Motor Vehicles.
- The City wishes for the vendor to be responsible for the collection of all current parking tickets as well as old unpaid tickets. The service is to include but is not necessarily limited to: a.) lockbox services whereby motorists mail their payments directly to the vendor for processing; b) providing a web site whereby motorists who choose to pay on-line can resolve all unpaid tickets including those which are marked at the Registry of Motor Vehicles; c.) direct telephone service for motorists who may have questions regarding their ticket and choose to pay over the telephone; d.) acceptance of Visa and MasterCard debit or credit cards as well as electronic check payments; and e.) a staffed walk-in location in Everett City Hall where citizens may pay violations or have questions answered in person. This plan should explain in detail methods that the vendor uses to maximize collections and the collection percentage of the references provided in response to this RFP.
- **3. Price Proposal:** All price proposals shall include all charges for setup, original training, all equipment needed for this project, ongoing training and support, supplies, and collection services (including but not limited to ticket entry, billing, late notices, postage, delinquent notices), all expressed in a per/ticket collected charge for comparison purposes. The price proposal shall also include any incidental charges which would be incurred in addition to the per/ticket price proposed.

PURCHASE DESCRIPTION:

- 1. Scope of Services: The scope of services is detailed in the detailed specifications section of this Request for Proposals.
- **2. Best Price:** The Chief Procurement Officer will determine the best price after rating the Comparative Evaluation Criteria; only aggregate prices will be considered.
- **3.** Amendments: Amendments are strictly regulated, must comply with G.L., c.30B, and must be signed by officer (s) who may legally bind the company.
- **4. References:** The City intends to validate the accuracy of claims of prior work performance.
- **5. Responsibility:** These specifications require the performance of all things necessary or proper for or incidental to the services specified herein. All services mentioned in these specifications and all things not specified herein, but involved in carrying out the intended programs and the complete and proper execution of the services are required by these specifications; and the contractor shall perform same as though they were specifically described and mentioned.
- **6. Payments:** Payment under the resulting contract will be deducted on a monthly basis from receipts of the ticketing program, and an acceptable accounting for services that have been rendered for the previous thirty days shall be forwarded to the City by the seventh day of each month, along with reimbursement to the City of any revenues due. The City will reimburse the vendor for any incidental expenses not covered under this contract, and mutually agreed upon by the City and the vendor in advance, in full, except for any part thereof in dispute, within sixty (60) days of receipt of an acceptable invoice.

EVALUATION PROCESS:

The objective of the City's criteria is to identify a reliable and experienced vendor capable of providing data processing services for the City's parking violations. The installation and training for this project must be within the City's time frame and at a reasonable cost. The vendor also must be capable of providing adequate support for the City's continued use of the service.

- **1. Process:** The City will evaluate proposals submitted on the basis of the evaluation criteria set forth on the following pages in this request for proposals (RFP).
- **2. "Minimum Criteria":** Vendors who fail to meet one or more of the "Minimum Evaluation Criteria" will be unacceptable and disqualified from further consideration.
- **3.** "Comparative Criteria": Proposals that fulfill all "minimum criteria" will be evaluated on the basis of "Comparative Evaluation Criteria" set forth on the following pages of this RFP. A rating will be assigned to each of the "comparative" criteria, including any samples or prior work requested.

- **4. Price:** The City reserves the right to award the contract for a proposal which best meets the City's needs, balancing proposal quality and price.
- **5. Definitions:** In the following materials:
- (a.) Firms/persons submitting proposals in response to this RFP are referred to as "vendors".
- (b.) Vendors who meet the submission requirements are referred to as "responsive".
- (c.) Vendors that also meet the minimum evaluation criteria are referred to as "responsible" vendors.
- (d.) "Composite Rating": Each responsive and responsible proposal will be assigned a composite rating based on the ratings each has received on the individual comparative criterion.

A composite rating of **"unacceptable"** will be assigned if the proposal has received one such individual rating on a comparative criterion.

A composite rating of "not advantageous" will be assigned if the proposal has received such ratings on most comparative criterion.

A composite rating of "advantageous" will be assigned if the proposal has received such ratings on most comparative criterion.

A composite rating of "highly advantageous" may be assigned if the proposal has received at least one such individual rating on a comparative criterion.

A proposal may not be rated "highly advantageous" for offering features other than those cited in this RFP, or for exceeding the standards specified in this RFP.

MINIMUM EVALUATION CRITERIA:

Any vendor failing to comply with any of the following criteria for responsibility will be rejected:

- **1. Experience:** Vendors must show that they have a minimum of ten years' experience in performing services for no less than three MA cities and/or towns. Vendors must provide the names of three MA clients for which the vendor has provided data processing, tech support and collection services for parking violations.
- 2. Start Date: Service must commence no later than 30 days from a formal award.
- **3. Mandatory Requirements:** Vendor shall be able to provide all of the mandatory requirements as described in this RFP; including though not limited to the submission requirements detailed in this Request For Proposals.
- **4. Vendor's Software:** The software must be appropriate for use by Massachusetts parking clerks. The City may require a demonstration of the software in order to determine whether or not it is acceptable.
- **5.** Completeness: Vendors must respond completely to all sections of this RFP.

COMPARATIVE EVALUATION CRITERIA:

All responsive and responsible proposals will be evaluated and rated on the basis of the following comparative criteria. Vendors will be evaluated on the breadth and relevance of their experience and the demonstration of their understanding of the project. Based on the written proposals submitted (and the interviews conducted with qualified vendors, at the City's option, if deemed necessary) a vendor will be selected with the highest comparative rating according to the following criteria, if submitted with an acceptable price proposal, as determined in the sole discretion of the City.

A rating of "unacceptable" will be given to vendors who are unable to provide the full scope of mandatory service requirements.

A rating of "not advantageous" will be given to vendors whose experience is limited to providing the required services for less than three U.S. cities and/or towns for a period of less than five years.

A rating of "advantageous" will be given to vendors with experience in providing the required services for three or more U.S. cities and/or towns for a period of five years or more.

A rating of "highly advantageous" will be given to vendors with experience in providing the required services for three or more Massachusetts municipalities of at least 50,000 population for a period of five years or more, or currently serving same, and show collections in excess of 80%.

The following criteria shall be used to rate the proposals:

- Relative Experience
 - o 10+ years = highly advantageous
 - o 6 to 9 years = advantageous
 - o 3 to 5 years = not advantageous
 - Less than 3 years = unacceptable

- Ease of Use of Technology
 - Software is easy to use = highly advantageous
 - Software is somewhat easy to use = advantageous
 - Software is not easy to use = not advantageous
 - Software is difficult to use = unacceptable
- Customer Service and Communication Capabilities
 - Inquiry responses less than 4 hours = highly advantageous
 - o Inquiry responses less than 8 hours = advantageous
 - o Inquiry responses Within 24 hours = not advantageous
 - o Inquiry responses More than 24 hours = unacceptable
- Compatibility with other vendor software (City Hall Systems / IPS / Registry)
 - Compatibility Three vendors = highly advantageous
 - Compatibility Two vendors = advantageous
 - Compatibility One vendor = not advantageous
 - Compatibility No vendors = unacceptable
- Hardware (Handhelds, printers, batteries)
 - Equipment is easy to use = highly advantageous
 - Equipment is somewhat easy to use = advantageous
 - Equipment is not easy to use = not advantageous
 - o Equipment is difficult to use = unacceptable

Each proposal shall be reviewed and ranked on each of the above criteria.

SELECTION COMMITTEE:

- 1. Proposals will be uniformly evaluated by the Selection Committee on the basis of the information submitted and information solicited from references.
- 2. If deemed necessary by the Committee, firms may be interviewed prior to the final selection. If interviews are to be held, design firms will be notified five (5) days prior to the scheduled interview. The Awarding Authority reserves the right to not include interview of prospective firms as a part of the selection process.

CHECKLIST:

1. Submission Requirements: This page is to be completed by the City of Everett and is also supplied to assist vendors in the Submission Requirement and Evaluation Criteria system:

| YES | NO | One original and three (3) copies of proposal without prices; |
|-----|----|--|
| YES | NO | One original and three (3) copies of proposal with prices; |
| YES | NO | Certification of Non-Collusion and Non-Conflict of Interest; and |
| YES | NO | Certification of State Tax Compliance. |
| YES | NO | Clerk's Certificate of Corporate Vote |
| | | |

If all "yes" continue; one "no" is cause for rejection. (waive minor informalities)

2. Minimum Evaluation Criteria:

YES NO Meets all minimum evaluation criteria.

If "yes" continue; "no" is cause for rejection. (waive minor informalities)

Proposals from vendors which are both "responsive" and "responsible" as defined in G.L. c.30B, are rated pursuant to a "comparative evaluation" and are assigned a "composite rating". Proposals from vendors which are not "responsive" or not "responsible" as defined in G.L. c.30B, are rejected. The checklist above helps determine which vendors meet those requirements.

3. Comparative Evaluation Criteria:

| YES | NO | Meets all mandatory requirements by indicating YES on all items |
|-----|----|---|
| | | in RFP Check-off list. |
| YES | NO | Meets mandatory requirements by providing 3 U.S. references. |

4. Plan of Services:

| YES | NO | Plan of services provided for ticket-writing equipment and services |
|-----|----|---|
| | | included with non-price proposal. |
| YES | NO | Plan of services provided for providing data processing of parking |
| | | tickets included with non-price proposal. |
| YES | NO | Plan of services provided for providing collection services of |
| | | parking tickets included with non-price proposal. |

5. Contractor Must Supply:

| YES | NO | Evidence of insurance. |
|-----|----|---|
| YES | NO | Evidence of worker's compensation insurance. |
| YES | NO | Evidence of adequate employee bonding to handle payments. |

DETAILED SPECIFICATIONS

I. Mandatory Requirements for Ticket-Writing Equipment

- 1. Eight hand-held computers capable of issuing parking violations in **real time.*** (For purposes of this RFP, "capable of issuing in real time" shall be defined as the ability to transmit violation data directly from the point of ticket issuance to the vendor's database, without the necessity to download data from the hand-held to the database through any other device such as a downloading station or cradle.) Hand-held must have the capability to scan Massachusetts inspection stickers to populate fields on tickets to be issued, and be capable of taking four photos of each violation to be electronically attached to the ticket.
- 2. Cost and maintenance of hand-held to be borne by the vendor.
- 3. Number of hand-helds required may vary due to addition or subtraction of city personnel charged with writing ticket. City will be responsible for the cost of extra units added.
- 4. Vendor will bear all costs for necessary supplies for hand-helds, including batteries and ticket-writing paper rolls and envelopes.
- 5. Vendor will supply adequate training in the use of hand-held ticket devices to employees of the City of Everett involved in ticket writing.

II. Mandatory Requirements for Data Processing

A. System Requirements

- 1. The software must be easy to use by non-technical personnel.
- 2. The system must have a security system controlled by password and terminal location that enables various users' different levels of access.
- 3. Personnel using the system must be able to refer to system documentation, on-line help screens, or toll-free telephone support to assist in resolving questions, problems, etc.
- 4. The service must provide for nightly back-ups with each day's back-up saved for a period of twelve months.
- 5. The service must provide for high-speed Internet access.

B. Supplies.

- 1. Polythermal water resistant automated parking tickets.
- 2. Preprinted delinquent parking notices.

C. Ticket Processing.

- 1. The vendor is required to print all automated ticket information according to M.G.L. Chapter 90 and the MA Registry of Motor Vehicles.
- 2. The vendor's automated ticket issuance system is required to alert the parking enforcement officer whenever a ticket is being issued to a vehicle registration that has prior unpaid tickets.
- 3. The vendor is required to print all ticket arrears, both number of outstanding tickets as well as dollar amount owing, on all vehicle registrations that have prior unpaid tickets.

- 4. The vendor is required to print on all manual and automated tickets that payment can be made by: a.) mail; or b.) via the internet where credit cards, debit cards, business checks and personal checks are accepted. Payments made by mail and in person are to be directed to the city's address. Payments by internet are to be directed to the vendor's internet web site.
- 5. The vendor is required to enter all manual ticket information into the computer database within twenty-four (24) hours after receipt of the information.
 - a. The vendor is required to enter all automated ticket information into the computer database in **real time**. (For purposes of this RFP, "enter...into the computer database in real time" shall be defined as the ability to transmit violation data directly from the point of ticket issuance to the vendor's database, without the necessity to download data from the hand-held to the database through any other device such as a downloading station or cradle. This should be an automatic function of the software, without any human effort necessary.)
- 6. The vendor is required to interface with the MA Registry of Motor Vehicles no less than weekly to obtain names and addresses for vehicle registrations that have unpaid tickets.
- 7. The software must be able to print an exact copy of any ticket issued.
- 8. The vendor is required to interface with IPS (company who handles outside meters) to ensure handhelds are receiving payment status of the vehicles who paid the meters.

III. Mandatory Requirements for Collection of Parking Tickets

A. Payment Processing.

- 1. Courier service that picks up and drops off manual tickets and payment information.
- 2. A web site address where payments either by credit card, debit card, business check or personal check can be processed in real time. The web site is required to display all outstanding parking tickets for a specific vehicle registration.
- 3. A receipting system whereby the vendor is able to issue a payment receipt to each motorist who pays over-the-counter.
- 4. A certified receipt system whereby the vendor is able to print a Massachusetts Registry of Motor Vehicles certified receipt in three copies identified as: a). motorist copy; b). Registry copy; and c.) authority copy.
- 5. A monthly report that indicates the distribution of payments according to: a.) made through the mail; b.) made in person over-the-counter; and 3.) made on-line through the internet.
- 6. A monthly report that indicates when payments were made: a.) 0-21 days; b.) 22-60 days; c.) 61-90 days; d.) 91-180 days; e.) 181-365 days; f.) 1-2 years; g.) greater than 2 years by dollar amounts

B. Delinquent Notices.

- 1. Issue Overdue Notices to delinquents who have not paid tickets within twenty-one (21) days of issue. Such notices should be automatically printed and include the penalty fee for non-payment.
- 2. Issue other notices as seen fit by the vendor in order to achieve annual collections of at least 80%
- 3. All postage costs will be borne by the vendor, and the price proposal should reflect inclusion of these postage costs.
- 4. All notices are required to provide for payment by credit or debit card by completing an Authorization to Pay by Credit Card box.
- 5. All notices are required to print the details on any prior tickets that have outstanding balances for the specific vehicle registration.
- 6. All notices are required to inform the motorist that payment can be made on line through credit and debit cards.

C. Massachusetts Registry of Motor Vehicles.

- 1. The vendor is required to have direct on-line access to the Registry of Motor Vehicles for the purposes of inquiry, performing immediate "marks" and performing mark "clears".
- 2. The vendor is required to be capable of obtaining mailing addresses that are more current than those provided by the Registry of Motor Vehicles which have resulted in undeliverable mail because of moves, etc.
- 3. The vendor is required to interface with the Registry of Motor Vehicles no less than once weekly for a.) inquiry of names and addresses; b.) to mark vehicle registrations and licenses for non-renewal for non-payment of parking tickets; c.) to clear marks according to the guidelines published by the Registry of Motor Vehicles.
- 4. The vendor is required to provide reports as to the number of tickets that were successfully marked as well as the Registry mark rejects.

NON-PRICE PROPOSAL RETURN SECTION

This section must be completed and returned with the vendor's **NON-PRICE PROPOSAL**. Failure to complete this section will result in the vendor being disqualified.

Please complete and submit with your proposal. Refer to the detailed description of each requirement under the evaluation criteria section of this RFP. Check **YES** if you can presently satisfy this requirement with one of more of your Massachusetts' clients and **NO** if you are unable to satisfy this requirement.

| RFP REQUIREMENTS CHECK-OFF LIST | • | neet these ements? |
|---|-----|-----------------------|
| | YES | NO |
| I. Mandatory Requirements for Ticket –Writing Equipment | | |
| | | |
| 1. Provide 8 hand-held devices which issue tickets in real time | | |
| 2. Can supply additional hand-helds as needs demand | | |
| 3. Supply training for City personnel | | |
| | | |
| II. Mandatory Requirements for Data Processing | | |
| A. System Requirements | | |
| 1. Easy to use software by non-technical personnel. | | |
| 2. Security system with password controls. | | |
| 3. Assistance through documentation, on-line help or toll-free support. | | |
| 4. Provides for nightly back-ups saved for twelve months. | | |
| 5. Service to provide for high-speed Internet access | | |
| | | |
| D. Supplies | | |
| 1. Polythermal water resistant automated parking tickets. | | |
| 2. Preprinted delinquent parking notices. | | |
| E. Ticket Processing | | |
| 1. Automated ticket meets M.G.L. Chapter 90 and MA Registry specs. | | |
| 2. Automated ticket system alerts PCO's of prior unpaid tickets. | | |
| 3. Automated tickets print number and dollar amount of arrears. | | |
| 4. All tickets print that payment can be made by: | | |
| a. by mail to the vendor's lockbox address; | | |
| b. by internet to the vendor's web site. | | |
| c. in-person at City Hall | | |
| 5. Enter all manual ticket information within 24 hours of receipt | | |
| 6. Enter all automated ticket information in real time . | | |
| 7. Interface with the MA Registry of Motor Vehicles weekly. | | |
| 8. Able to print an exact duplicate copy of any ticket anytime. | | |
| | | |
| III. Mandatory Requirements for Collection of Parking Tickets | | |
| A. Payment Processing | | |
| 1. Weekly courier service. | | |
| 2. A post office box for receipt of mail payments. | | |
| 3. A web site address where credit/debit cards and business/personal | | |
| checks are accepted. | | |
| 4. A receipting system that issues paper receipts. | | |
| 5. A certified receipt system where MA Registry certified receipts are | | |
| printed in real time. (Or electronic Clears). | | |

| RFP REQUIREMENTS CHECK-OFF LIST | Do you meet these requirements? | |
|---|---------------------------------|--|
| 6. A monthly report that gives distribution of payments by: | • | |
| a. mail | | |
| b. in person | | |
| c. over the internet | | |
| 7. A monthly report that gives distribution of payments by: | | |
| a. 0-21 days | | |
| b. 22-60 days | | |
| c. 61-90 days | | |
| d. 91 – 180 days | | |
| e. 181 – 365 days | | |
| f. 1-2 years | | |
| g. greater than 2 years | | |
| B. Delinquent Notices | | |
| 1. Print and mail Overdue Notices. | | |
| 2. Issue and mail other notices as required. | | |
| 3. Authorization to pay by credit card via mail on all notices. | | |
| 4. Arrears of all prior outstanding tickets to be printed on all notices. | | |
| 5. All notices inform motorists that payment can be made on-line. | | |
| D. Massachusetts Registry of Motor Vehicles | | |
| 1. Vendor to have direct on-line access to MA Registry. | | |
| 2. Capable of obtaining updated mailing addresses other than Registry. | | |
| 3. Interface with the MA Registry weekly for: | | |
| a. inquiry of names and addresses | | |
| b. mark tickets for non-renewal | | |
| c. clear previously marked tickets | | |
| 4. Provide reports of successful and unsuccessful marks | | |
| | | |

Please provide complete information on the following.

The names of three MA cities or towns that the vendor has provided the services requested in this RFP for a minimum of ten years with 2023 collection percentages. Calculate the collection percentage in the following manner (collection % = total fine payments / total fines issued fewer fine voids and adjustments). Note: Voids and Adjustments are credit transactions authorized by the municipality. Penalty fees and Registry fees are not used in calculating the collection percentage.

| Municipal Client Number 1 | | | |
|---|-----------------------|----|--|
| Contact Information 2023 Collection Results | | | |
| 1. Municipality: | 1. Total Fines Issued | \$ | |
| 2. Name: | 2. Fine Voids & Adj | \$ | |
| 3. Phone No: | 3. Fine Payments | \$ | |
| 4. Describe Services Provided: | 4. Collection Percent | % | |
| | | | |
| | | | |
| | | | |
| | | | |

| Municipal Client Number 2 | | | | |
|---|-----------------------|----|--|--|
| Contact Information 2023 Collection Results | | | | |
| l. Municipality: | 1. Total Fines Issued | \$ | | |
| 2. Name: | 2. Fine Voids & Adj | \$ | | |
| 3. Phone No: | 3. Fine Payments | \$ | | |
| 4. Describe Services Provided: | 4. Collection Percent | 9, | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Contact Information 2023 Collection Results | | | |
|---|-----------------------|----|--|
| . Municipality: | 1. Total Fines Issued | \$ | |
| . Name: | 2. Fine Voids & Adj | \$ | |
| . Phone No: | 3. Fine Payments | \$ | |
| . Describe Services Provided: | 4. Collection Percent | 0 | |

PRICE PROPOSAL

(due by October 16, 2024 @ 10 a.m.)

EQUIPMENT, DATA PROCESSING & COLLECTION SERVICES FOR PARKING VIOLATIONS

EVALUATION CRITERIA

The objective of the City is to encourage the proposed vendors to develop and present solutions for parking enforcement that will result in a fair and efficient operation that produces greatest amount of revenue possible within reasonable and generally accepted limits.

Minimum Evaluation Criteria

The City of Everett desires all quotes to be submitted in the form of a single per-ticket price which should include allowances for all specifications in the non-price proposal, including but not necessarily limited to:

- 1. conversion of past due balances, transactions and name and address information from the City's present vendor as well as all future information provided by the Registry of Motor Vehicles
- 2. installation costs of computer related equipment and telecommunications equipment cost, ongoing high-speed internet access as well as installation costs
- 3. adequate training of City personnel in the use of technology associated with this project
- 4. cost of ticket processing, including processing of all tickets issued both by the City's parking control officers, supervisors, managers and the Everett Police Department's paper and hand-held issued tickets including data entry and changes
- 5. cost of obtaining registered owner names and addresses from the MA Registry of Motor Vehicles or any other state registry
- 6. cost of obtaining updated registered owner mailing addresses if obtained from sources other than the Registry of Motor Vehicles
- 7. cost of internet access between the City and the Vendor's host computer
- 8. cost of production and delivery of standard reports needed to manage the parking enforcement program
- 9. cost of all supplies and incidentals including polythermal water resistant parking tickets, hand-held batteries, and all other incidentals required to perform the mandatory requirements of this RFP.
- 10. cost of all postage, delinquent notices and other notices required to perform the mandatory requirements of this RFP.

All proposals should be based on an estimated annual volume of 40,000 parking tickets.

PRICE PROPOSAL RETURN SECTION

This section must be completed and returned with the vendor's **PRICE PROPOSAL**. Failure to complete this section will result in the vendor being disqualified.

CITY OF EVERETT 484 BROADWAY, EVERETT, MA 02149

25-02 EQUIPMENT, DATA PROCESSING & COLLECTION SERVICES FOR PARKING VIOLATIONS

PRICE PROPOSAL – TO BE SUBMITTED IN SEPARATE MARKED ENVELOPE

The City desires to hire a vendor to provide equipment, data processing and collection services for its parking tickets. While the City desires to pay the lowest price it also seeks to maximize the collection of its parking tickets by selecting a vendor that has demonstrated success in the collection of parking tickets with other Massachusetts cities and/or towns without violating the rights of motorists or causing undue complaints about the vendor's collection practices.

All prospective vendors must complete and return the Price Proposal Return Section of this RFP. Proposals that do not include the Price Proposal Return Section will be rejected.

| Description | Price | Annual Costs |
|--|------------------|---------------------|
| 1. Collection of Parking Ticket Costs | | |
| Current Parking Tickets. Indicate the price per ticket for | \$ | \$ |
| lockbox services, over-the-counter payments, and | per ticket price | annual cost |
| internet payments. Estimate 40,000 hand-written tickets. | | |
| 2. Past Due Collections | | |
| Past due collections. Estimate \$800,000 collected. | \$ | \$ |
| Indicate % of total funds collected which will be charged | | annual cost |
| to the City. | | |
| | | |
| Percentage charged | | |
| 2. Other Costs | | |
| Indicate any costs in addition to the per-ticket collected | \$ | \$ |
| price shown above. | per notice cost | annual cost |
| 3. Total Costs. | | |
| | | \$ |
| | | 1st Year Total Cost |
| | | |
| Name of Bidder (COMPANY): | | _ |
| | | |
| SIGNATURE: | | |
| | | |
| TYPED NAME: | | _ |
| | | |
| TITLE: | <u> </u> | |
| EMAII. | | |

APPENDIX "A"

CERTIFICATIONS REQUIRED BY LAW FOR PUBLIC CONSTRUCTION CONTRACTS

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

| COMPLETE AND SIGN BELOW: | |
|---------------------------------|------|
| Authorized Person's Signature | Date |
| Print Name & Title of Signatory | |

APPENDIX "B" AFFIDAVIT OF CLERK OF CORPORTION VENDOR (To be signed and completed by Clerk)

| I, | | | , certify as |
|------------|---|--|--|
| follows | | | |
| | (Print full name of Clerk) | | |
| 1. I an | m the Clerk of | | (print exact |
| | ne of corporation) which is duly organized and Massachusetts (or State of | | |
| 2. Tha | at the names, residential addresses and title office | eers of the above-named corpora | ation are as follows |
| | President | Address | |
| | Vice President | Address | |
| | Treasurer | Address | |
| | Resident Agent | Address | |
| | at the above-named corporation was incorporate | | · |
| | e federal tax identification number of said corpo | | ······································ |
| Ma fore | at the above-named corporation is in good stand ssachusetts or the State ofeign State) and has filed all federal and state tax es required under law. | (if incorporated unde | er the laws of a |
| _ | | horized to sign contract/agreem | ents on behalf of |
| | | a vote of the Board of Directors | |
| | | | |
| | | | |
| 7. I, o | INING TO NON-MASSACHUSETTS CORPORT behalf of the within corporation, do hereby accurating business within the Commonwealth of Section 1, et seq. And is subject to the jurisdiction | knowledge that by this contract Massachusetts as defined by M | |
| SIGNE | D under the pains and penalties of perjury this _ | day of | , 2024 . |
| | | | |
| | Signature of Clerk | | |

APPENDIX "C" REGISTRATION FORM

| DATE: |
|--|
| TYPED NAME: |
| SIGNATURE: |
| TITLE: |
| COMPANY: |
| BUSINESS ADDRESS: |
| CITY, STATE, ZIP: |
| TELEPHONE NO:FAX NO: |
| IF CORPORATION: |
| 1. GIVE YOUR CORRECT CORPORATE NAME: |
| 2. STATE AND DATE OF INCORPORATION: |
| 3. IF FOREIGN CORPORATION, GIVE MASSACHUSETTS REGISTRATION DATE: |
| IF COMPANY, GIVE the OWNER'S NAME AND TITLE: |
| IF PARTNERSHIP, GIVE NAMES AND ADDRESSES OF PARTNERS: |
| IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR LEGAL ENTITY: |
| |

APPENDIX "D" ATTESTATION CLAUSE

Under Section 35 of Chapter 233, political subdivisions and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services or real estate space in the aggregate of five thousand dollars (\$5,000) or more.

Chapter 233 of the Acts of 1983, Sections 35 & 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all the laws relating to taxes.

The Attestation must occur at the time of issuing, renewing, or extending a license, contract, or agreement.

Any person/company failing to execute the Attestation Clause shall not be allowed to obtain, renew, or extend a license, contract, or agreement.

Each successful proposer certify that he is in compliance with Chapter 233 by providing a social security number of a federal identification number when a contract is issued.

| COMPANY: | | | |
|-------------|--|--|--|
| TYPED NAME: | | | |
| SIGNATURE: | | | |
| TITLE: | | | |
| | | | |
| Company: | | | |

EACH VENDOR SHOULD SIGN THIS FORM AND SUBMIT IT WITH THE PROPOSAL.

APPENDIX "E"

CERTIFICATE OF INSURANCE

(Service Contracts Only)

| As | successful | proposer | on | the |
|------|------------|----------|---------------------------|-----|
| 7 10 | Daccebblai | proposer | $\mathbf{o}_{\mathbf{H}}$ | uiv |

_contract you must supply

the City of Everett with a properly endorsed **CERTIFICATE OF INSURANCE**. Both the City of Everett and the vendor shall be named as co-insured and the City shall be named as owner, and certificates of insurance shall be furnished to both parties. Reporting of accidents and claims shall be done by the vendor. This Certificate must accompany the Contract.

INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION: The Contractor, before commencing performance of the work required to be done under the Contract, shall provide for the payment of compensation, provided by the General Laws (ter. Ed.) Chapter 152 as amended to all persons to be employed by him in connection with said performance and shall continue in full force throughout the period of this Contract.

PUBLIC LIABILITY: The Contractor will indemnify and hold harmless the City of Everett and departments, against all suits, actions, claims, costs or damages to which the City of its department may be subject or put by reason of damages to the property of anyone other than the City, arising or resulting from the fault, negligence or wrongful omission of the Contract. Within fifteen (15) days after the award of this Contract the Contractor shall, at his own expense, procure and maintain any Public Liability in limits of \$500,000/\$1,000,000 and Property Damage Insurance of \$50,000/\$100,000. The above policies shall contain a provision worded as follows.

"The insurance Company waives any right to subrogation against the City of Everett which may arise by reason of any payments under this policy."

The policy must contain on the face a notation that it cannot be canceled without at least thirty (30) days notice in writing to the City as owner.

The certificates of all policies shall provide for notice of cancellation of the Contracting officer and the certificates shall indicate that the above provisions have been included.

APPENDIX "F"

| A. | The u | ndersigned proposes to supply: |
|----|--------|--|
| B. | | ndersigned offers the following information as evidence of his qualifications to perform ork as bid upon, according to all the requirements of the specifications. |
| | 1. | Have been in business under present business name foryears. |
| | 2. | Are you fully licensed to do business under this contract? |
| | 3. | Do you comply with all ordinances and regulations mandated by M.G.L. and the community in which you are located? |
| | 4. | Ever fail to complete any work awarded? |
| | 5. | Have you been involved in litigation in the past five (5) years? |
| | | |
| | | |
| D. | Propos | ers shall note that this proposal reflects all changes in addendum/amendment numbers: |
| | | |

APPENDIX "G"

CERTIFICATE OF INDEMNIFICATION & RELEASE

The Recipient shall indemnify and hold the City of Everett harmless from any and all acts & omissions arising out of this contract by the recipient, its agents, employees or representatives. Furthermore, the term recipient shall include the aforementioned wherever stated in the contract.

Further, the recipient shall indemnify and hold harmless the city of Everett against any/all suits, claims, actions, costs or damages to which the city may be subject to by reason of damages to the property or person of anyone, arising or resulting from fault, negligence, or wrongful omissions by the recipient. Said indemnification and hold harmless should apply in any event that a claim is brought against the City of Everett for said acts caused by others.

The recipient, their agent(s), representatives or employees shall release and hold the City of Everett harmless for any injury to themselves, corporate officers, agents, representatives or employees in connection with the performance or omission of this agreement or any related subcontract thereof.

| Authorized Signature | | |
|----------------------|--|--|
| | | |
| | | |
| Date | | |