



ADMINISTRATION & FINANCE  
PURCHASING DIVISION  
CITY OF WORCESTER, MA  
455 MAIN STREET  
ROOM 201, CITY HALL  
WORCESTER, MA 01608  
(508) 799-1220

Christopher J. Gagliastro, MCPPO  
Purchasing Agent

RFP NO. CR-7465-W1  
ISSUANCE DATE: 9/29/2020

BUYER: Christopher J. Gagliastro, MCPPO

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER  
REQUEST FOR PROPOSALS  
NOTICE TO PROPOSERS

RFP TITLE: Parking Violation Processing & Collection Services / Treasurer & Collector

*REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION*

**General Conditions:**

All proposals are subject to the terms, conditions and specifications herein set forth:

1. **Scope: Provide parking violation processing & collection services as per the attached requirements and specifications of the City of Worcester Treasurer & Collector for a period of three years from January 1, 2021 through December 31, 2023.**
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of N/A must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.
3. All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: \_\_\_\_\_
4. A performance bond in the amount of 100% will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages. Performance bond shall be on the City's form (see sample on pages 12-13).

**Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.**

**Any inquiries related to technical or contractual matters must be submitted in writing to:**

**Christopher J. Gagliastro, MCPPO  
Purchasing Director  
City of Worcester, City Hall  
455 Main Street, Room 201  
Worcester, MA 01608  
[gagliastroc@worcesterma.gov](mailto:gagliastroc@worcesterma.gov)**

5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
6. The following meanings are attached to the defined words when used in this RFP.
  - a) The word "City" means The City of Worcester, Massachusetts.
  - b) The word "Proposer" means the person, firm or corporation submitting proposal on these specifications or any part thereof.
  - c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
  - d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.
7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B, and shall remain confidential until the time specified in c.30B section 6 (d).
8. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.
9. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
10. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge,

compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

11. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
12. The City will review and analyze each proposal, and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
13. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
15. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
17. A vendor conference will be held as follows: N/A
18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
  - A) PUBLIC LIABILITY INSURANCE - Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$ 1,000,000.00 on account of one accident.

B) PROPERTY DAMAGE INSURANCE - Contractor to supply the City with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$ 2,000,000.00 on account of all accidents.

C) COMPENSATION INSURANCE - The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.

20. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the City.
22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated City of Worcester departments.
23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
26. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.
28. Expenditures by the City and authorization to spend for particular purposes are made on fiscal year basis. The City's fiscal year is the twelve month period ending June 30 of each

year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.

29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.
31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the City against the vendor in the absence of such assignment.
32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.
33. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
34. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or its subcontractors, performs as expected and promised by the Vendor.

35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
36. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

## SUBMISSION OF PROPOSALS

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the evaluation requirements before considering costs. *Therefore, no reference to pricing may be made in the proposal of evaluation considerations.*

A sealed package containing **the original, 3 copies and 1 PDF copy on USB drive** of the proposal **must** be labeled as follows:

**Purchasing Agent, City of Worcester**

**Parking Violation Processing & Collection Services / Treasurer – Technical Proposal**

**455 Main Street, Room 201  
Worcester, MA 01608**

**Re: RFP No. CR-7465-W1**

A sealed package containing **the original copy** of the proposal **must** be labeled as follows:

**Purchasing Agent, City of Worcester**

**Parking Violation Processing & Collection Services / Treasurer – Price Proposal**

**455 Main Street, Room 201  
Worcester, MA 01608**

**Re: RFP No. CR-7465-W1**

*Cost proposal pages are located at end of specifications*

**Proposals must be delivered no later than Friday, October 23, 2020 at 10:00 AM LOCAL TIME. *Late submissions will be rejected, regardless of circumstances.*** The City of Worcester is not responsible for submittals not properly marked.

The evaluation and cost proposals will remain confidential until a formal and finalized contract has been executed.

## **RFP EVALUATION**

39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) **HIGHLY ADVANTAGEOUS** - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) **ADVANTAGEOUS** - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) **NOT ADVANTAGEOUS** - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) **UNACCEPTABLE** - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If an Individual or Proprietorship

Name of Owner \_\_\_\_\_

Business Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone No. \_\_\_\_\_

Email \_\_\_\_\_

Home Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone No. \_\_\_\_\_

(2) If a Partnership, Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Business Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Tel. No. \_\_\_\_\_

(3) If a Corporation

Full Legal Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Qualified in Massachusetts? Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Street

P.O. Box

City/Town

State

Zip

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Place of Business in Massachusetts \_\_\_\_\_

Street

P.O. Box

City/Town

State

Zip

Telephone No. \_\_\_\_\_

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Admitted in Massachusetts ? Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Street

P.O. Box

City/Town

State

Zip

Place of Business in Massachusetts \_\_\_\_\_

Street

P.O. Box

City/Town

State

Zip

Telephone No. \_\_\_\_\_

NOTE:

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of bidder \_\_\_\_\_

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER

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TITLE

DATE

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UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"The undersigned certifies under penalties of perjury that this bid or 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 of individuals."

(Please Print)

\_\_\_\_\_  
Name of Person Signing Bid

\_\_\_\_\_  
Signature of Person Signing Bid

\_\_\_\_\_  
Company

No award will be made without vendor certification of the above.

- Vendors must sign and submit the above form with their proposal submission.

**ARTICLE 107: PERFORMANCE BOND**

KNOW ALL BY THESE PRESENTS, that \_\_\_\_\_ a corporation duly established by law and having a usual place of business at as PRINCIPAL, and \_\_\_\_\_, a corporation duly established under the laws of the (**Commonwealth/State**) of \_\_\_\_\_ and duly authorized and admitted, under the provisions of Chapter 175 of the Massachusetts General Laws as amended, to transact the business of a fidelity and surety company in Massachusetts, as SURETY, are held and firmly bound unto the City of Worcester, a municipal corporation within the Commonwealth of Massachusetts, in the sum of \_\_\_\_\_ lawful money of the United States of America, to be paid to said City of Worcester, its successors and assigns, to the payment of which, well and truly to be made, the PRINCIPAL and said SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas the said PRINCIPAL has entered into an Agreement of even date hereof with the City of Worcester, said Agreement being for the \_\_\_\_\_ in the city of Worcester, Massachusetts;

NOW THEREFORE, the condition of this obligation is such that if the said PRINCIPAL shall well and faithfully perform all the terms and conditions of said Agreement on its part to be kept and performed as therein stipulated, including guarantee and maintenance provisions therein, and shall pay for all materials furnished and for all labor performed in the execution of said Agreement, and shall indemnify and save harmless the said City of Worcester as therein stipulated, then this obligation shall be of no effect; otherwise it shall remain in full force and virtue.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way effect its obligation on this bond; and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of said Agreement, or to the work, or to the specifications.

In the event that the Agreement is abandoned by the Contractor, or is terminated by the City under the provisions thereof, said SURETY hereby further agrees that it shall, if requested in writing by the City, take such action as is necessary to complete said Agreement.

IN TESTIMONY WHEREOF, the PRINCIPAL has hereunto caused its name and seal to be affixed, and the said SURETY has caused its corporate seal to be hereunto affixed by a duly authorized officer thereof and this instrument to be executed and delivered in its name and behalf by its attorney-in-fact, duly authorized by its by-laws and votes, powers of attorney, and letters of appointment and authorization, certificated copies of which documents are annexed to this bond and may be introduced in evidence as if a part hereof.

(PRINCIPAL)

(SEAL)

By: \_\_\_\_\_

(SURETY)

(SEAL)

By: \_\_\_\_\_  
Attorney-in-fact

# SPECIFICATIONS ~ PARKING VIOLATION PROCESSING AND COLLECTION SERVICES

## I. GENERAL INFORMATION

### *Purpose and Scope of RFP*

The City of Worcester (“the City”) expects, through this Request for Proposals (“RFP”), to obtain binding proposals from responsible proposers to enter into contracts with the City for parking and municipal violation processing and deputy collector services specified herein. The City invites qualified service providers to submit proposals to provide the parking and municipal violation and deputy collector services described in this RFP. Proposers should have demonstrated successful experience with the Massachusetts Registry of Motor Vehicles ticket mark/clear procedures and registration/license non-renewal provision of M.G.L. Chapter 90 Section 20A ½.

### *Awarding Authority/ Evaluation Committee*

This RFP is issued by the City of Worcester Purchasing Division on behalf of the City Treasurer and Collector of Taxes, a division within the Office of Administration and Finance. An Evaluation Committee, comprised of Treasurer and Collector’s Office personnel, the City Purchasing Agent, and an employee appointed by the Chief Financial Officer will review all proposals submitted and will make non-binding recommendations to the City Treasurer and Collector of Taxes. As part of the comparative evaluation, the Evaluation Committee will review each proposal with regard to the Proposer’s qualifications, performance of parking and municipal violation and deputy collector services, and cost of services.

### *Timetable / Conversion Plan*

Proposer must outline a conversion timetable and work plan with the name of the project manager, his/her related experience, and the estimated amount of time he/she will dedicate to the conversion. Upon selection of the successful proposer, services provided will commence as per the conversion timetable taking into account a detailed schedule of the lead time required for the conversion of each product. Sufficient training and testing time shall be a component of the conversion. Proposer shall also describe its experience assisting other municipal customers with this process, and outline a plan for ensuring that all agencies are properly notified of new account information.

The current processing contract expires on December 31, 2020. The selected vendor must be able to provide full implementation of all requirements of this RFP on January 1, 2021. Failure to meet this requirement will give the City the option to terminate this contract at once. The City of Worcester intends to award this contract no later than December 1, 2020. The awarded vendor shall commence receiving payment after the demonstration of a successful implementation of the converted data and the issuance of parking tickets with the new system.

## II. SPECIFICATIONS AND PREPARATION OF THE PROPOSAL

### *Introduction*

All information in the Proposer’s proposal shall be organized and presented as directed in this part II. The proposal should provide a straightforward and concise description of the Proposer’s commitment and ability to perform the applicable services.

Accuracy and completeness is essential. Omissions or ambiguous and/or equivocal statements will be construed against the Proposer. Since the successful proposal is to be merged into the contract, Proposers are cautioned not to make claims they are not prepared to bind themselves into contractually.

To expedite the evaluation of proposals, it is essential that the instructions in this part be followed strictly. A proposal may be deemed non-responsive by the Evaluation Committee, if a Proposer fails to comply with the following instructions.

**Minimum Evaluation Criteria:**

All proposals must satisfy all of the minimum criteria noted below. Proposals shall include information demonstrating compliance with each of these criteria.

**A. Letter of Transmittal – Part I**

Part I of the proposal must include a Letter of Transmittal signed by an individual authorized to bind the Proposer contractually. The letter shall include: (1) the individual(s) who is authorized to negotiate and sign a contract on the Proposer’s behalf; (2) the name, title, address and telephone number of the individual(s) who can supply additional information; (3) a brief description of the overall services proposed.

**B. Proposer Qualifications – Part II**

Part II of the proposal must present a description of the Proposer’s qualifications, capabilities, plans and programs. Address each of the following areas:

1. *Experience:* A minimum of three years’ experience operating a parking ticket processing and collection system substantially similar to the system outlined in this bid invitation for which the bidder has successfully processed at least 50,000 parking tickets each for a minimum of two Massachusetts municipalities. *Bidder to provide documentation with bid submission.*
2. *Effectiveness with Commonwealth regulatory agencies:* A minimum of three years successful experience with the Registry of Motor Vehicles in implementing the ticket mark/clear procedures and registration/license non-renewal provision of M.G.L. Chapter 90 Section 20A ½. *Bidder to provide documentation with bid submission.*
3. *References:* The Proposer shall provide at a minimum a list of three references who can be contacted during the RFP process indicating the customer name, contact person, his/her title, and address, telephone number and email address for whom you are presently providing similar services.. *Poor references may be used as a basis for determining that a vendor is not a responsible proposer. The City of Worcester can and will act as its own reference.*
4. SOC Report to be included with proposal submission

**C. Performance / Management Capabilities – Part III**

The City seeks to select qualified, experienced and capable parking and municipal violation processing and deputy collector provider(s) that will work closely to deliver and provide high quality and cost effective services. The proposer must demonstrate the ability to deliver a system that adheres to these specifications. Part III of the proposal shall include responses to each of the following:

1. Relationship Management and User Support

Please briefly describe your relationship management philosophy/practice as it would relate to the City Treasurer and Collector's Office and its personnel.

Include in the bid any fees or costs associated with the provision of complete user orientation and initial ongoing training and support to the City Treasurer and Collector's Office.

Assuming the Awarding Official selected your company to provide services to the City, list who would be the Relationship Manager that will be assigned to these accounts, his/her background, name, title, office location, and availability for contact with the City and the number of years with your company.

2. Quality Control Programs

Please include responses to each of the following:

Describe any ongoing formal quality control program to define and measure standards for key operating activities

Describe the quality control program that will be applied to operating services specifically required by the City Treasurer and Collector's Office including: Equipment /System Requirements, Violation Processing, Notice Generation, Payment Processing.

3. References and Demonstrations

The City reserves the right to request site visits and demonstrations of existing vendor operations. The Vendor must provide a list of references. The references should reflect minimum experience criteria. The Vendor shall provide a list of clients for whom parking violations processing services are provided, indicating for each client:

- a. Date services started.
- b. Number of jurisdictions accounted for.
- c. Number of tickets processed annually.
- d. Dollar value of parking revenues for the last full fiscal year.
- e. Responsible official's name, title, address, email address, phone number, and available as a reference.
- f. For each reference provide a brief narrative that explains the similarity of the reference's system to Worcester's requirements including processing volumes.

**Bidder to provide documentation with bid submission.**

***D. Financial solvency- Part IV***

Provide documentation that demonstrates the bidder's financial solvency and stability including audited financial statements and any statements related to legal proceedings that have been filed that expose the bidder to potentially significant financial damages.

***E. Technical Approach- Part V***

The vendor must describe the technical approach that will be followed to meet the City's requirements. To facilitate analysis, the vendor must address each item in the sequence defined in the Scope of Services

section below. The vendor shall identify how each requirement shall be met (e.g. specify data entry, editing criteria, updating techniques, and controls). The vendor must identify proposed equipment configurations and whether proposed software is already in use or must be customized for the City.

**F. Staffing- Part VI**

Industry and Company profile must be furnished, including the resume of principals of the company and key personnel who will participate in the operation of the Worcester contract, including each person's experience and his/her role in the Worcester contract.

**Bidder to provide documentation with bid submission.**

**G. Registry/Department of Motor Vehicle- Part V**

1. Describe your relationship with the Massachusetts Registry of Motor Vehicles. **Include a description with your bid submission** of your ability to implement the Registry hold provisions of Sections 20A1/2 and 22B of Chapter 90 of the General Laws.

The Vendor shall provide the capability to refer violator names and/or license plate numbers to the RMV for the purpose of vehicle registration non-renewal and driver's license non-renewal for unpaid violations. The capability to interface with the RMV must be in accordance with RMV specifications for large volume non-renewal transactions. Such interface must also include the capability to provide each day to the RMV subsequent disposition of tickets by payment or otherwise. The Vendor must provide a report, in alphabetical-by-registrant-name format, identifying all registrants that have been marked for license or registration non-renewal. The Vendor must also develop proper accounting for all fees which are owed to the RMV for non-renewal transactions.

Upon RMV confirmation of non-renewal a Registry Fee (currently twenty dollars) must be assessed to each affected violation in accordance with state law. Registrants affected by nonrenewal actions must be so notified through the Noticing Program and informed of the revised dollar amount due. The Vendor must identify the reasons why a referred violator name and/or license plate number was not accepted by the RMV for non-renewal action and provide the capability to re-refer those names and/or plate numbers to the RMV for non-renewal. Following receipt of this information, manual marking will be required.

2. License Plate Trace (Swap) Program. The purpose of the Trace (Swap) Program is to:

a) Identify and link vehicle license plates that have expired, been cancelled, or have been turned into the MA RMV with a newer license plate(s) that has been issued to the same individual or business entity, and

b) Have the reporting capability to identify all past and current license plates of a registrant so that a determination can be made whether to link the license plates.

Historically, the MA RMV has often issued "new" plates for "old" plates. As part of the new MA plate configuration incorporating plate types (e.g. passenger, commercial, etc.), all commercial plates were re-issued on January 1, 1988. In order to assure that the City is able to collect on tickets that have been issued to a vehicle owner's returned license plate, as well as those tickets that have been assigned to the newly issued plate, the Vendor shall provide the capability to link in a batch or on-line mode all tickets issued to a vehicle owner and to report such linkage on an integrated, on-line basis. When a vehicle is accessed on

the system, the retired license plate number(s) as well as the current number(s) must be presented. The noticing program must consolidate and accommodate the swap information and notice all outstanding tickets whether they were issued to an old or current plate.

### **Comparative Evaluation Criteria:**

Proposals meeting the minimum criteria will be further evaluated based on the comparative criteria noted below. Proposals shall include narrative and other relevant information demonstrating the proposer's experience and knowledge with respect to these criteria.

#### **A. EVALUATION**

The City of Worcester's Evaluation Committee will evaluate all proposals that offer the parking violation processing services requested within this RFP to determine the most advantageous proposal from a responsible and responsive proposer taking into consideration price and the criteria and requirements set forth.

The following are comparative criteria that will be used to evaluate the Proposal submissions:

1. Relevant Experience -

**Highly Advantageous** – The proposer has successful, demonstrated experience with multiple large municipal parking, residential parking and other vehicle related violation processing. The proposer has provided such services, including Massachusetts RMV noticing, for greater than five years.

**Advantageous** – The proposer has successful, demonstrated experience with municipal parking, residential parking and other vehicle related violation processing. The proposer has provided such services for greater than three years.

**Not Advantageous** – The proposer has experience with municipal parking and other vehicle related violation processing. The proposer has provided such services for greater than three years.

2. Number of Current Municipal Clients

**Highly Advantageous** – Ten or more municipal clients within Massachusetts of which 3 or more are substantially similar in size and service requirements with respect to the City's requested scope of services.

**Advantageous** – Less than ten municipal clients within Massachusetts of which 3 or more are substantially similar in size and service requirements with respect to the City's requested scope of services.

**Not Advantageous** – Municipal clients within Massachusetts service requirements with respect to the City's requested scope of services.

3. References

**Highly Advantageous** – The proposer has a minimum of eight (8) favorable client references at least four (4) from Massachusetts with similar scope of services.

**Advantageous** – The proposer has a minimum of six (6) favorable client references at least three (3) from Massachusetts.

**Not Advantageous** – The proposer has less than four (4) favorable client references at least two (2) from Massachusetts.

4. Plan of Services

**A Plan of Services must be submitted and shall contain specifics as to how the Proposer will satisfy the Scope of Services including any transition / conversion plan as needed. This will include highly enhanced ad hoc reports and the latest state of the art, real time HHD available.**

**Highly Advantageous** – the proposal provides a superior, clear, concise approach to meeting the enclosed scope of services, including programs, methodology and timelines leading to successful performance. Services are likely to improve under this Plan.

**Advantageous** – the proposal provides a satisfactory approach to meeting the enclosed scope of services, including methodology and timelines likely leading to successful performance. Services are likely to remain the same under this Plan.

**Not Advantageous** – the proposal does not provide an adequate approach to meeting the enclosed scope of services, including methodology and timelines leading to successful performance. Services are likely to be diminished under this Plan.

5. License Plate Recognition (LPR) Mobile Enforcement System

**The City has piloted a mobile LPR enforcement system in 2020 and may decide to implement such a system in 2021. As such, proposals must include a section on how the proposer could integrate mobile LPR with the proposed HHD enforcement system to improve the efficiency of the parking enforcement and adjudication program and meet the City's objectives as stated in this RFP.**

**The proposer should demonstrate its capabilities in the area of LPR enforcement integration providing examples of communities where it has been implemented. The proposer should also have the ability to work with one or more 3<sup>rd</sup> party LPR vendors for integrating plate-based payment verification and permit validation capabilities into their HHD ticket issuance system via an Application Program Interface (API). The proposer should list any developed custom programming and services that work with LPR technology and that support current end-to-end management of the citation lifecycle.**

**Highly Advantageous** – the proposal provides a superior, clear, concise approach to integrating mobile LPR with the proposed HHD enforcement system. Programs will be improved and service efficiencies are likely to be realized under this system

**Advantageous** – the proposal provides a satisfactory approach to integrating mobile LPR with the proposed HHD enforcement system. Programs and service efficiencies are likely to remain the same under this system

**Not Advantageous** – the proposal does not provide an adequate approach to integrating mobile LPR with the proposed HHD enforcement system. Programs and services will likely be diminished under this system

## ***B. TERMS AND CONDITIONS***

The City reserves the right to reject any and all proposals which either (a) do not comply with this RFP or (b) for services for which the City may conclude are not appropriate at this time.

The successful proposer must provide firm-fixed pricing for three (3) years commencing on or before conversion date, according to the determination of the City Treasurer and Collector.

The City reserves the right to cancel the contract due to unacceptable performance by giving 30 days written notice by certified mail (return receipt requested), to an officer of the proposer to be designated in the contract. In the event of cancellation by the City, all obligations by the proposer and the municipality shall terminate at the close of business on the thirtieth (30) business day after such notice is delivered to the proposer.

## ***C. SERVICES DESCRIPTION***

### ***General Requirements***

The vendor is responsible for implementing all the requirements of the request for proposal. This includes by way of illustration and is not limited to the following:

1. Vendor Performance Requirements
  - a. Ownership
  - b. Uncollectable Accounts
  - c. Management Review and Audit
  - d. Expiration and Conversion Data
  - e. Test System
  - f. File Security and Disaster Recovery
  - g. Conversion Training
  - h. Subcontracting Restrictions
  - i. Third Party Solicitation
  - j. Service Organization Control Report and Credit Card Compliance.- Required
2. Violation issuance and processing
  - a. New Ticket Processing
  - b. Abandoned Vehicles
  - c. Notice Generation
  - d. Noticing Form Modification
  - e. Noticing Records
  - f. Bad Address Notation
3. Collections
  - a. Payment Processing
4. Violation Processing System
  - a. Equipment/System Requirements
  - b. Update of Master Files
  - c. Other Violation Disposition
  - d. Management Reports
  - e. New Tickets Analysis

- f. Revenue Reporting
  - g. Telephone Support
  - h. Hand-held Electronic Parking Ticket Devices (HHD)
5. Adjudication
    - a. Out of State Processing
    - b. Lease/Rental Vehicle Processing
    - c. Towing/Booting Support
    - d. Hearing Scheduling
    - e. Correspondence System
  6. Registry/Department of Motor Vehicles
  7. Residential Parking Permit System

***1. Vendor Performance Requirements***

***a. Ownership***

The vendor shall be responsible for providing all equipment, if necessary, software and for maintaining all necessary data files. Data files are expressly the property of the City and must be furnished upon request. The City shall have the right to all software source code in machine-readable form and documentation developed pursuant to this contract, but solely for internal uses under the management and operational control of the City. If vendor ceases business operations or discontinues parking violation processing, the City shall be entitled to all documentation and machine-readable violation processing software source code developed by the vendor. At least quarterly, a copy of such material shall be prepared by the vendor and placed with a custodian.

The vendor shall be responsible for obtaining files of Massachusetts motor vehicle registrations. Access to out-of-state registration data is essential for this processing. Therefore, vendors are encouraged to identify alternative approaches or capabilities for identifying violators.

***b. Uncollectible Accounts***

The City may request that certain records (violation or violators) be considered uncollectible and be written off from the violations master file. The Vendor must forthwith adjust said records from the operating file, while retaining all adjusted information on electronic image (or other storage medium requested by the Parking Administrator) for possible future reference or use as the City deems appropriate including provisions of an electronic image of the ticket, if necessary.

***c. Management Review and Audit***

The Parking Administrator, or other authorized representative of the City, shall have the right to enter the vendor's premises and have reasonable access to files during business hours to inspect, monitor or otherwise evaluate the work performed therein. The vendor shall evaluate the work performed or being performed therein. The vendor shall provide reasonable access and necessary information to auditors engaged by the City, the State Auditor or as part of the third-party review or other arrangements approved by the City.

***d. Expiration and Conversion Data***

In the event of the selection of a Vendor other than the current Vendor, the new Vendor must initiate operations to obtain and convert parking tickets files for the City upon awarding of the contract. This conversion must be completed and tested, and the system of any accepted Vendor must be fully operational no later than January 1, 2021. No pending parking ticket processing invoices shall be

processed for payment by the city until it has determined that the contracted system is correct and fully operational. At the expiration of the contract, the Vendor will deliver to the City the following materials: (1) All the parking data; payments broken down between fines and penalties; (2) All the source documents and records in the Vendor's possession, including all tickets issued by the City, all notice registers, all manual notice registers, all manual notice records and all notices sent; (3) The assignment of Vendor's rights and interest to the post office box. All such electronic files and materials will be provided to the succeeding successful bidder; (4) Discontinuance of advertising and acceptance of Internet payments. Furthermore, Internet link should be terminated by the Vendor at the termination of the contract.

***e. Test System***

All system modifications, enhancements, or other changes must be properly tested by the vendor and shall be approved by the City before implementation.

The Vendor shall provide comprehensive test files or test systems to test both batch and on-line systems and shall provide the city with actual test results before implementing any significant system change.

***f. File Security and Disaster Recovery***

Describe the systems in place to ensure the integrity of the files of the City including off-site operations and backup storage and the provisions for backup of the master file to ensure permanent maintenance of historical files. Also, provide recovery plan in place in case of catastrophic failure. The Vendor will reimburse the City for cost incurred by the City because of interruption of service and/or failure to restore lost data.

***g. Conversion Training***

The Vendor must conduct instructions and training of City personnel in connection with all of the services including supplier enhancements for which the Vendor is responsible. The Vendor shall, at the City's request and at no additional cost, develop, review and edit training manuals for use in training City staff.

If applicable, provide a detailed, comprehensive timetable and plan to convert each element of the existing bidder's system to that of the selected bidder. This plan shall include the responsibilities of the bidder, the City and the existing bidder; a description of how the accuracy of the conversion effort will be measured; the resumes of the conversion project team; identification of project manager, the experience this individual has had in converting similar systems, and the estimated amount of time the project manager will dedicate to the project; and the details of the bidder's post-conversion support plan.

Also, provide a timetable and plan to train the City's parking services, enforcement and other staff in the operation and use of all equipment, systems and reports including cashiering and handheld ticket writing device operations. At a minimum the plan must include 8 hours of onsite training for PCO's at the time of implementation as well as 8 hours of training for the supervisors. An offer to provide follow up training 10-12 weeks after software installation and on-going refresher training at intervals determined by the City must be included. Provide skill/user specific training for new hire parking officers, existing officers, supervisors and administrators.

***h. Subcontracting Restrictions***

All services required by this Invitation to Bid shall be performed by the Vendor, except by written consent of the City prior to contract execution.

***i. Third Party Solicitation***

Under no circumstances may the City's data be used for solicitation to any third party.

***j. Service Organization Control Report and Credit Card Compliance.- Required***

The Operator shall complete a Service Organization Control Report Type 2 and submit such report to the City's Chief Financial Officer within ninety (90) days of executing this Agreement and annually thereafter. This report shall provide assurance about the controls at the Vendor's organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users' data and the confidentiality and privacy of the information processed by these systems. These reports play an important role in:

- Oversight of the organization
- Vendor management programs
- Internal corporate governance and risk management processes
- Regulatory oversight

A type 2 report on management's description of a service organization's system and the suitability of the design and operating effectiveness of controls. The Vendor shall include internal controls over cashing, credit card processing and financial reporting.

The Vendor shall provide all credit card acceptance services on behalf of the City. All credit card merchant sites must be compliant with Purchase Card Industry standards. Evidence of such compliance will be provided to the City Treasurer at least quarterly, including security scans and SAQ questionnaires. Credit Card revenue will be separately identified on in the monthly financial report.

***2. Violation issuance and processing***

***a. New Ticket Processing:***

Violations must have complete and accurately filled data fields in order to be processed in an enforceable manner. Complete data validation editing must be performed during or near data entry to minimize errors and research/correction time. The following data fields must be accepted and verified:

- Ticket number, consisting of 10 Character Alphanumeric field
- Date (MM-DD-YY)
- Time (00:00:-12:00, A.M./P.M.)
- Registration state (two-character abbreviation, converted automatically to two-digit standard state code)
- Registration number (standard, free-form entry format, automatic right justification and insertion of leading blanks; up to eight characters; accepting special designation of particular registration series, such as "commercial" or "trailer"); including an option to choose the appropriate registration plate type of a vehicle (i.e.; PAN, PAV etc.). Registration type allows all the Massachusetts registration plate types available.
- Make (standard abbreviations; optionally with automatic determination of a secondary make, for example, a "Focus" would also be identified as an "Ford")
- Color (standard abbreviations for basic colors)
- Meter number for meter violations (if entered, automatically converted to a street location as well)
- Violation location (number and street name or automatically generated from meter number)
- Violation code (three digits)
- Badge number and officer's name
- Fine amount
- Plate type and color (see registration type)
- Any other information fields that the registry of Motor Vehicles may require the City to include on its tickets.

- Residential Parking permit issued to the vehicle by registration
- Vehicles that are subject to a boot
- Flag stolen vehicles
- Abandoned vehicles

At the time of data entry, a listing of tickets should be produced by batch indicating missing sequence numbers and formatting data in columns. Such a listing may be an error/edit report, as long as there are provisions to assure that indicated errors have been corrected and resubmitted.

***b. Abandoned Vehicles***

The City has accepted the provisions of Massachusetts General Laws Chapter 90, Section 22B, subsections (b) (2) (k) inclusive.

The City will require its Vendor to do the following:

- Identify owner by Vehicle Identification Number (VIN) and plate number (when available), and post the information of record to an on-line system which will be available to the HHD. The system must use the abandoned vehicle number; the Vehicle Identification Number (VIN) and plate number.
- Post fines and fees, taking into consideration the multiple fine violations authorized when applicable.
- Send notice to the Registrant whose vehicle was removed from the street or to the new vehicle owner in the case of a sale for which the new owner failed to register the vehicle.
- Automatically schedule hearing, including the date and time of hearing as part of the first notice.
- Produce a register of hearings for abandoned vehicles.
- Record payment and disposition of fines and fees.
- Allow for non-renewal "mark and clear" processing with the Massachusetts Registry of Motor Vehicles.
- Prepare and submit to the Parking Administrator on-demand cumulative reports, by citation number, of the payment status of Abandoned Vehicle citations including: fine amount assessed; amount paid; amount dismissed or reduced; amount due; and status of RMV marking process.
- Prepare and submit to the Parking Administrator on-demand cumulative reports by control number assigned by the City (citation number or other number), of the status of identification of the owner of the Abandoned Vehicle and of the status of the attempt to mark said owner at the RMV.

These reports shall be available in the office of the Parking Administrator.

***c. Notice Generation***

- Demand notices (notice of overdue parking violations) will inform violators of parking tickets remaining unpaid within the 21 day limit established by Massachusetts General Laws, that the fine has been increased, and other information concerning the issuance and payment procedure.

The printed format and text of such notice shall be approved by the Parking Administrator.

Each week the following must be performed: fines on tickets unpaid 24 days after the date of issuance should be increased by \$5.00 and demand notices should be prepared and mailed by the vendor for each unpaid ticket with a fine increase for which a registered owner's name and address is available. A register of notices must be prepared and delivered to the Parking Administrator's office before the mail date (no more than the 28th day after date of issuance) appearing on the notices. The Notice Register shall be a listing by state/plate of all tickets for which a notice is prepared. Other information on the Notice Register shall include the issue date; ticket make; violation code; fine, penalty,

reduction, payment and due amounts; owner's name, address, city and state and date of last notice. Additionally, the demand notice must list all outstanding tickets.

The demand notice must identify the notice number, mail date, municipality, vehicle registration and state, vehicle make as registered, owner's name and address and for each of all outstanding ticket violations, the ticket date and time, ticket number, ticket make, location including ticket number, violation code, fine, penalty partial payments and total amount due on each ticket and the total due for each notice.

Demand notices must be printed on self-mailing forms with a removable face sheet or include a pre-addressed return envelope. Each notice shall include a removable stub to be retained by the violator. The stub shall include the mail date, notification of date of next penalty, ticket numbers and the total amount due.

- Second notices (Notice of driver's license and Vehicle Registration Non-Renewal) will inform violators that the parking tickets have remained unpaid 21 days after the date of the demand notice for that ticket, the fine increase and other issuance and payment information. The printed format and text of such notice shall be approved by the Parking Administrator.

For each ticket unpaid 48 days after issuance of the ticket, the following must be performed:

- The fine on each ticket shall be increased by \$15.00;
- A second notice shall be generated and mailed by the vendor to each registered owner for more than 50 days after issuance of ticket for which a current name and address is available;
- A Notice Register shall be prepared using the same format as the Demand Notice Register and delivered to the Parking Administrator's office before the mail date on the notices.
- Additional collection notices shall be prepared and sent upon request of the Parking Administrator.
- After the second notice due date:
  - The Registry of Motor Vehicles shall be notified with the appropriate information in a format acceptable to the Registry of the unpaid ticket. Therefore, the Vendor will send a rejection file for which the Registry of Motor Vehicles will send back a file which will include registrations and license numbers. The Vendor will "mark" both the registration and/or the license number for a more precise collection initiative.
  - The registered owner will be responsible for any additional amount charged by the Registry of Motor Vehicles.
- Quarterly Past Due Notices: Additional to the 1<sup>st</sup> and 2<sup>nd</sup> notices.
  - On a quarterly basis, in addition to the 21-day and 42-day notices, past due notices will be sent out on all outstanding tickets inclusive of outstanding excise amount due. Excise amounts due will be provided to the vendor in a file format. The notices will be consolidated by customer. The notices will be customized as approved by the Treasurer.

#### ***d. Noticing Form Modification***

The City retains the right to modify the form, content, sequence and timing of notices that are mailed to violators, provided that the Vendor is given detailed specifications. The notice system provided by the Vendor must be flexible in order to accommodate changes. Any modification(s) shall be implemented within thirty (30) days of receipt of a written request from the City.

#### ***e. Noticing Records***

The Vendor shall record in the Master Violations File the mail date(s) and type(s) of notice mailed in relation to each violation.

The Vendor shall maintain documentation of all noticing activity undertaken, and shall, upon request of the Parking Administrator, provide to the City a weekly notice log containing, but not limited to the following information: type of notice, mail date of notice, date of notice run to mail house, post office delivery date of notice run and number of notices, license plates and tickets in notice run. The format of the notice log must be approved by the City. Noticing records shall be available for violation and registration on-line inquiry at both the ticket and license plate level.

*f. Bad Address Notation*

In the event that a notice mailed to an address provided by the Registry of Motor Vehicles (RMV) is returned by the Post Office as undeliverable, e.g., forwarding address period has expired, etc., the Vendor shall provide and execute the capability to notate the database of this information and be available for query display.

In addition, upon notation of the database, the Vendor shall provide the capability to exclude certain notice types from being generated for the notated record. The City will provide the Vendor with the specifications and scenarios that would disqualify a violation from being noticed.

Upon the receipt of a new updated address from the RMV, the Vendor shall resume noticing of previously excluded notices. The Vendor shall take all steps necessary to ensure that such renewed noticing is resumed within one week of the receipt of any such new updated address.

A phone number shall be available by the vendor to receive information given by the Parking Administration's Office of newly acquired change of address provided by the registered owners.

The time intervals for notices and fine structure may be changed by the Parking Administrator as required.

**3. Collections**

**a. Payment Processing**

**General**

The Vendor will not be required to perform any in-person payment collection functions for Parking Violations unless agreed upon by the Parking Administrator and City Treasurer. All payments either will be received at the Treasurer's Office or mailed to the vendor's lockbox, or paid through the vendor's website. An optional and preferred method of collection will be at the vendor's offices which **MUST** be located in Worcester area by the start of this contract. The Vendor must also have the ability and flexibility to work with other vendors with the collections of multi space pay stations, pay by phone, and pay by plate. The following details the payment options:

- **Payment Collection at the City** -The Vendor shall provide a parking ticket processing system that will allow the City's tellers to enter and record payments and payment adjustments to the Master Violations File as they are received and to provide receipts of transactions to the payer. The system's software and hardware must accommodate the volume and nature of parking violation payment. The Vendor shall provide the capability to apply any range of whole dollar amount payments to a violation, e.g. accommodate partial payments. Payments entered shall also be immediately reflected in the subsystems or system elements provided by the Vendor for use in determining penalty, notice and seizure eligibility. The Vendor shall record on the database, and display on system, the location of where the payment was made, i.e. the Treasurer's Office, lockbox, etc. in addition to the method of payment i.e., cash, check, money order or credit card. The system shall also be capable of generating daily payment activity reports by violation type on a real time basis to facilitate and properly control teller closing procedures at the close

of the day's business. Audit control facilities must also be included, such as: a) balancing a computer produced teller report to the log printed on the cashiering terminal; b) password sign-on by operator; c) cash-out by operator; d) segregation of cash, check money order, or credit card; receipts and cash-out totals; and e) operator ID retained in-all transactions.

In addition, all workstations must have the capability to print receipts for cash, check, money order, credit card and debit card payments indicating, but not limited to, the following information: method of payment, date of payment, registration number and state, the ticket number(s) paid and amount(s) paid on each ticket or some other type of receipt generation.

- **Lockbox Payments** - The Vendor must have the capability to handle all parking violation payments mailed into the post office lockbox upon request of the Parking Administrator and daily depositing of all receipts. This function must conform to cash controls for the cash handling accounting. The following procedures shall apply to the processing of all parking violation fine payments:
  - The Vendor shall provide the capability to apply any range of whole dollar amount payments to a violation, e.g., if a partial payment of fifteen dollars is remitted for a twenty dollar violation (fine only or fine plus penalties) then fifteen dollars must be applied and the new amount due would equal five dollars, using the hierarchy of payment; penalty paid first then fine. The Vendor shall record on the database and display on the parking ticket processing system how the payment was made, the location of where the payment was made, i.e., lockbox, in addition to the method payment e.g. check or money order. The Vendor shall indicate on each check processed the violation numbers to which payments are applied, the date of payment and the amount applied to each violation number. Checks will be endorsed to the account of the City of Worcester. Checks and related documents will then be reconciled by their batch totals and/or parking ticket processing system.
  - The total amount of all checks processed each day will be credited to a demand deposit account, which will have deposit capabilities only, specified by the City Treasurer. The deposit account shall be entitled "Parking Fine Account" and controlled by the City Treasurer.
  - When the Vendor receives a payment with a vehicle registration number but without a violation number, it shall be responsible for carrying out the required file inquiries to apply such payment to violations outstanding against the vehicle registration number. If the payment can be applied to more than one violation, the Vendor shall first make payment against any tickets which are less than 21 days old and then the residual amount, if any, will be applied to other outstanding tickets on that plate.
  - When the Vendor receives a payment amount that exceeds the amount due on the enclosed violation, it shall conduct all required file inquiries to determine if any other violations are outstanding against the payer's vehicle registration number. If one or more other violations are outstanding, the Vendor shall apply the excess payment amount to those violations. If the excess payment amount cannot be applied to other violations, the Vendor shall provide the City with all information necessary to allow the City to issue a refund. The City's strict policy is to not accept post-dated checks. An option to obtain electronic copies of all checks deposited is preferable.

- The Vendor shall, within three (3) working days of receipt of each unsigned check or unapplied payment (i.e., no violation or registration), return such items to the Sender.
- The City shall provide the Vendor with appropriate policies and procedures for processing any other payments not previously described herein.
- The Vendor shall, if requested, forward copies of all checks and related correspondence to the office of the Parking Administrator.
- The Vendor shall apply all payments against the Master Violations File by the end of each day. In addition, the Vendor shall establish appropriate controls and accounting procedures so that payment amounts that are applied to the Master Violations File can be reconciled with the amounts deposited to the Parking Fine Accounts. The Vendor shall provide to the City a system option to print a report of daily payment activity at the City's convenience.
- **Web Payments** - The Vendor shall provide a parking ticket processing system that will allow violators to enter payments to the Master Violations File as they are received and to provide receipts of transactions to the payer through Internet options. The system's software must accommodate the volume and nature of parking violation payment. The Vendor shall provide the capability to apply any range of whole dollar amount payments to a violation, e.g. accommodate partial payments. Payments entered shall also be immediately reflected in the subsystems or system elements provided by the Vendor for use in determining penalty, notice and seizure eligibility. The Vendor shall record on the database, and display on system, the location of where the payment was made, i.e. the Internet, in addition to the method of payment i.e., credit card or EFT. The system shall also be capable of generating daily payment activity reports by violation type on a real time basis to facilitate and properly control teller closing procedures at the close of the day's business. Audit control facilities must also be included, such as: a) balancing a computer produced teller report to the log printed on the cashiering terminal; b) password sign-on by operator; c) cash-out by operator d) segregation of cash, check, money order, credit card and debit card; receipts and cash-out totals; and e) operator ID retained in-all transactions. The City must have the ability to print reports for the audit controls segregated by location, by operator or cashier at the City's convenience.

In addition, payments made though the Internet should be deposited timely into the Parking Fine Account or as determined by the Parking Administrator and City Treasurer. The vendor must demonstrate compliance with PCI Data Security Standard by the vendor's credit card processor. The Vendor must provide a copy of the annual self-assessment for the processing of credit cards.

- **Payments at Vendor's Location** - The Vendor may accept payments at its own location as long as the office is located in Worcester for the convenience of violators. The Vendor must have access to "clear" marked violators' registrations and licenses as payment is made. The system shall also be capable of generating daily payment activity reports by violation type on a real time basis to facilitate and properly control teller closing procedures at the close of the day's business. Audit control facilities must also be included, such as: a) balancing a computer produced teller report to the log printed on the cashiering terminal; b) password sign-on by operator; c) cash-out by operator; d) segregation of cash, check, money order, credit card and debit card; receipts and cash-out totals; and e) operator ID retained in-all transactions. The payment process at the Vendor's location will have to be approved by the Parking Administrator and City Treasurer. In addition, payments made at the Vendor's location must be deposited timely into the Parking Fine Account or as determined by the Parking Administrator and City Treasurer.

#### **4. Violation Processing System**

The Treasurer's Office must have the capability to post payments on the system and generate detailed receipts, journal records and check validation. Additionally, capability must exist to inquire by ticket number or state/plate number or surname of the information originally contained on each ticket, listing all related tickets in the account.

The Parking Administrator must be able to enter voids, dismissals, reductions, hearing dispositions on the system. Information regarding the boot eligibility, date and time of booting, tow lot and other boot information must be available, including information on resident parking, abandoned vehicles and stolen vehicles. The Parking Administrator must be able to schedule hearings on the system which shall automatically grant extensions to the tickets involved. List of hearing schedules must be available by date in the format approved by the Parking Administrator.

The Vendor shall reasonably respond to reported equipment or software failure within one day of such reported failure.

##### ***i. Equipment /System Requirements:***

- The Parking Administration must have the ability to gain access to City's own data via ODBC (An API that allows the City to connect to any database mechanisms). The Parking Ticket application and Residential parking application must provide secure Web-based access from the City's existing PCs to the software via the City's LAN (the City's Local area network).
- The system must have the capability to print either a full page receipt or smaller receipt for evidence of payment.
- The system must be capable of entering parking tickets by ticket number, by state/plate number, by driver's license number and by surname, and be capable of inquiry by state/plate number, ticket number, driver's license number, surname, entering voids, dismissals, reductions, and hearing decisions, scheduling hearings to ticket number by state/plate number and surname and providing lists of hearings scheduled by date; capable of inquiry by ticket number, by state/plate, by surname (specific and generic), by driver's license numbers and by other available characteristics; and capable of identifying vehicles eligible for booting, vehicles booted, and other booting information. All on-line program functions and screen formats are to be approved by the Parking Administrator.
- The Handheld Device (HHD) system including all components and supplies must be a fully integrated, real-time system. Real-time is defined as the time in which a computer system processes and updates data as soon as it is received from some external source (i.e. handheld device process). Therefore, as data is entered by the Parking Control Officer, it is immediately updated to the system and available on the system for viewing and processing. This shall include GPS capabilities.

##### ***ii. Update of Master Files***

At least once each day, by the following business day, lockbox and web payments shall be applied to the master file. Any update transaction that fails to find a match in the master file must print a rejection report and be reported to the City.

##### ***iii. Other Violation Disposition***

**General** - The City requires that the Vendor provide the system's capability to:

- Temporarily or permanently discontinue noticing of disputed violations;
- Hold late penalties temporarily in abeyance;
- Temporarily back-out penalties pending reactivation;
- Record dismissals of late penalties due on outstanding violations;

- Delete disputed ticket(s) from seizure (tow list) eligibility determinations;
- Add any penalties to unpaid tickets that are authorized by law;
- Adjust violation information according to the City's written instructions;
- Adjust refund amounts;
- Generate on demand detailed reports of dispositions recorded against the Master Violations File;
- Re-assign names and addresses to outstanding violations to reflect changes in name and/or address; and
- Reactivate the normal processing of disputed violations.

**Transaction History** - The system must also provide detailed history/audit trail of every transaction that is recorded against the Master Violations File. The audit trail must permit a reconciliation of all transactions against the source documents, including the person/operator who made the transaction. The City must be able to access and print transaction history at the City's convenience.

*iv. Management Reports*

The following reports or similar reports shall be made available for on-demand query and print at the Parking Administrator's convenience on a desktop PC as an end user, through an ad-hoc filtering report system. Furthermore, the Parking Administrator must have the ability to gain access to the City's own data via ODBC mechanism – the vendor acknowledges the data is the property of the City of Worcester with the ability to gain access at all times. This will require the Parking ticket processing system to have all report printing capabilities on each user's desktop PC. The reports will not be generated by the Vendor. All reports will have the option of sorting or filtering data by the end user, on demand.

- Payments Collected Report showing ticket payment processing by date of processing including ticket numbers, amount paid, pay date, issue date, notice mailing dates and totals for each day and each report. Produce first of every month. Capability for Parking Tickets and Abandon Vehicle. Separate by payment type
- Outstanding Daily Parking Ticket and Abandoned Vehicle Report -the daily file is a .csv (comma separated file) that contains all tickets with a balance. The file must contain the below data fields:
  - Ticket Year
  - Ticket Number
  - Plate State
  - Plate No
  - Balance
  - Name
  - Addr1
  - Addr2
  - City
  - State
  - ZipCode
  - ZipCodeext
  - Violation Code
  - Violation description
  - Location
  - Vehicle Make
  - Vehicle Color
  - Violation Date

- Violation Time
  - Officer's Badge
  - Officer's Name
  - Meter
- Out of State Report showing by state/plate, tickets issued to non-Massachusetts plates, including ticket number, issue date, issue time, violation code, total fines, penalties, reductions, payments and total due together with a summary showing totals for each state and grand totals.
  - Activity Summary report showing issuance (number and amount due) partial payments (number and amount) full payments (number and amount), dispositions, dismissals, adjustments, NSF check returned, first notices and second notices issued (numbers and amounts due), all by this period and by the fiscal year to date.
  - Multiple Offenders report showing by state/plates all plates with five or more overdue unpaid tickets including ticket numbers, issue dates, fine, penalty, reduction, paid and due amounts, together with the owner's name and home address and violation locations.
  - "Hot Sheet" showing all plates with more than a specified and variable number of unpaid tickets. This report will list plate numbers only and include tickets issued in the current and prior calendar year. The threshold number may be varied only by the Parking Administrator.
  - State/Plate Cross reference report showing the payment status of each ticket by plate number.
  - Payment Stages report showing by month of issuance at what stage tickets from each month are paid. Stages include 1) without penalty 2) with first penalty and 3) with second penalty. The report should include the number and amount for each category.
  - Report listing all outstanding violations on each plate capable of being sorted alphabetically by the name of the registered owner, plate number, or violation number through a filtering system. The report should include the plate number violation number, fine, penalty, reduction, paid and due amounts.
  - Dispositions report listing by state/plate number, the violation numbers of tickets dismissed during the period requested on each plate, including the dollar amount for each ticket dismissed; total dollar amount for each plate; the total number of tickets dismissed that period and the total dollar value of tickets dismissed during the requested period, through a filtering system.
  - Scheduled Hearing Report showing all tickets scheduled for hearings both on parking tickets and abandoned vehicles. The report shall include name and address of owner, ticket number, amount, date of issue, state/plate, hearing date and hearing time.
  - RMV Mark Report showing by ticket number the total tickets marked for non-renewal at the Registry of Motor Vehicles.
  - RMV Clear Report showing by ticket number the total tickets cleared at the Registry of Motor Vehicles.
  - On-Line Cashiering Report listing all payments and adjustments by ticket number, amount, method of payment, cashier, date and plate number.
  - Noticing Activity Report showing by plate number the noticing activity with mail date, ticket, number, name, address and amount due.
  - RMV Make Match Failure Report showing by ticket number the tickets that failed to match up with RMV file information.
  - Lease/Rental Report showing by plate number all tickets issued to lease/rental vehicles by company name, address, date of issue, location, make, color, and amount due.
  - RMV Make Match Failure Report showing by plate the tickets that failed to match-up with RMV file information, and listing the dates of the previous two attempts to match ticket data with RMV files.

- Tickets issued by Badge Number Report listing the number of tickets issued for each officer badge number violation code.
- Program Summary The report must include: Number of violation issued by all PCO's, average violation fee (including fine and penalty), average processing cost per ticket, number of boots applied, number of abandoned vehicles ticketed.
- Officer Efficiency The report will detail the operational efficiency of each officer. The report would include: the number of tickets issued by each officer, number of tickets returned, number of tickets mailed, and number of tickets appealed/voided.
- Violations Issued This report will assist in determining the level of driver awareness and the effort required by officer. The report will include: the total number of violations issued for each violation code and the same report for each PCO.
- Violation Tracking This will allow management to review anomalies in the system and to determine the validity of each instance. The reports will include: a list of all registrations that received more than 4 violations in a quarter, a list of all registrations that received more than 4 dismissals in a quarter.
- Determinations This report is another tool to allow supervisors to consider the level of efficiency of the officers. The report would include: the number of tickets appealed per officer, and the number of those that were dismissed.
- Abandoned Vehicles If the abandoned vehicle program can be included in a separate program the City would require an on-demand list of abandoned vehicles, their VIN numbers, and the location where they were tagged, filtered through ticket number, name of last registered owner or DPW control log number; registration number.
- Entry Log Report the amount of money from tickets issued for a particular time frame. The total posted is categorized by the Count, Fines and Total. Produce the first of every month. Capability for Abandon Vehicle
- Abatement Report: Report of Abatements/Refunds issued in a required specified time. List shall include: ticket number, registration number, name of registered owner, date of ticket issued, date of abatement and person abating, amount to be abated broken down by fine and penalty. Capability for both Parking Tickets and Abandoned Vehicles. Produce first of every month. Capability for Parking Tickets and Abandon Vehicle
- Bounced Check Report: Report that will list any payments by check on which the check has bounced. The report shall include, name and address registration number, ticket number amount paid, date paid, and date of bounced check.
- Ticket Hold Report: List all tickets by name, ticket number violation, date issued, date ticket placed on hold.
- Refunds Due Report: List of money owed to be refunded. List must contain; ticket number, year of ticket, registration number and registered owner name. Produce first of every month Capability for both Parking Tickets and Abandoned Vehicles.
- Disposition Report: A report giving a list of all tickets within the required time frame with a result of appeal/hearing disposition. List includes: ticket number, name, registration number, date of hearing/appeal, disposition code: (dismissed, responsible, did not appear, and reason). Capability for both Parking Tickets and Abandoned Vehicles.
- Commitment Report (Fee's Posted) the amount of money from tickets issued for a particular time frame. The total posted is categorized by the Fine, Penalty, City Fee, RMV, and Bad Check. Produce first of every month. Capability for Parking Tickets and Abandon Vehicle
- Deposit Report All the tickets paid in a certain time period. These are categorized by Name, Year, and ticket number. The money received for that ticket is categorized by Fine, Penalty, City Fee, Mark, Bad Check, Other, Due Town, and Deputy to equal the total. Produce first of every month. Capability for Parking Tickets and Abandon Vehicle

- Reversed Deposit Report All tickets that were paid in error that needed to be reversed in a certain time period. The money received for that ticket is categorized by Fine, Penalty, City Fee, Mark, Bad Check, Other, Due Town, and Deputy to equal the total. Produce first of every month. Capability for both Parking Tickets and Abandon Vehicle
- Outstanding Report All the tickets paid in a certain time period. These are categorized by Name, Year, and ticket number. The money received for that ticket is categorized by Invoice Count; Fine total, Penalty total, and other to equal the Balance total. Produce first of every month. Capability for both Parking Tickets and Abandon Vehicle
- Delete Report All tickets that were deleted in a certain time period. The money received for that ticket is categorized by Fine, Penalty, Notice, Mark, and Bad Check, Other to equal the total. In addition to Ad Hoc capabilities, Produce first of every month. Capability for both Parking Tickets and Abandon Vehicle
- Aging Receivables Amount of money in a particular time period that is outstanding. These amounts are categorized by Fines, Penalties, Issued, and Paid/Abated to equal the total due.
- Resident Parking Permits Program If the RPP program is included as a separate program we would require a report of the names, addresses, vehicle descriptions, and sticker and placard numbers.

The software shall provide a centralized report filtering and extract option. The Vendor shall ensure that all generated data is in a format available for analysis at the desktop level (i.e. the data can be accessed and extrapolated by all authorized networked PC users). The database shall be accessible from any PC workstation connected to the network. The Vendor shall provide a user-friendly, operationally efficient reporting query tool which allows users to perform queries based on any available data fields for any date range. The query tool must allow data to be sent to a printer, file or screen display. The Vendor shall provide a database dictionary which describes each data field in the reporting database by listing field names and their corresponding textual descriptions. Various report capabilities must be available from the system. By way of illustration, these reports would include on officer-specific report of tickets written by location, time of day and violation type over a date range; a chronological listing of citations written by violation type, location and date range.

The Parking Administrator shall request any other management reports, included but not limited to the reports listed herein. These reports will be generated by the end user and have the ability to sort and filter by the data fields included in the Parking Ticket processing system.

**v. *New Tickets Analysis***

Active management of parking violations control requires on-demand reports to be prepared analyzing ticket issuance on-demand for a requested period through a filtering system. Similar on-demand reports must summarize totals for the current requested period, prior requested period, percentage change from prior requested period, current fiscal year to date, corresponding month in the prior year and prior fiscal year-to-date. Reports must be prepared for each individual issuing agency (e.g. police and parking enforcement divisions) providing totals by violation code as well as total issuance citywide.

**vi. *Revenue Reporting***

An ad-hoc management report or similar report shall available for print or screen display from the City's files, showing end-of-month number and dollar totals for:

- Beginning file receivables balance
- Parking ticket fines assessed
- Late penalties assessed

- Abandoned vehicle fines assessed
- RMV fees assessed
- Boot/tow fees assessed
- Parking permit fees assessed
- Bad check fees assessed
- Parking ticket fines paid
- Late Penalties paid
- Abandoned vehicle fines paid
- RMV fees paid
- Boot/tow fees paid
- Parking permit fees paid
- Bad check fees paid
- Overpayments
- Dismissals/reductions
- Adjustments/backouts
- Ending file receivables balance
- Accumulated overpayments on file
- A receivable summary aging report
- A receivable detailed aging report

These reports shall be available as a user option as part of the Reports menu or options within the database. The City will run reports as needed.

A management report or similar report shall be prepared annually and at other times upon the request of the Parking Administrator, providing a detailed analysis of all receivables on file, in the following format:

By each fiscal year (7/1/XX-6/30/XX) of **issuance**, containing each fiscal year of **payment**, providing for each issuance/payment year the following figures for number of transactions and dollar amount:

- |                             |  |
|-----------------------------|--|
| • Beginning balance         | # of open tickets on file and cumulative \$ value                                |
| • Ticket issuance           | # of tickets issued and cumulative \$ value                                      |
| • Ticket payments in full   | # of tickets paid in full and cumulative \$ value                                |
| • Partial payments          | # of partial payments of tickets applied and cumulative \$ value                 |
| • Total payments            | # of payments applied (full and partial) and cumulative \$ value                 |
| • Tickets dismissed in full | # of tickets dismissed in <b>full</b> and cumulative \$ value                    |
| • Tickets partially reduced | # of tickets <b>partially</b> reduced in value by waiver and cumulative \$ value |
| • Ending balance            | # of tickets on file and cumulative \$ value                                     |

Furthermore, a detailed listing of the ending balance will be required.

**NOTE:** The financial data in the two reports shall be reconcilable to the general ledger totals, maintained by the City Auditor, at the close of report period. Once beginning figures have been agreed upon by the City and Vendor, the Vendor is responsible to work jointly with the Parking Administrator, City Treasurer and the City Auditor to immediately reconcile any subsequent discrepancies that may occur.

**vii. Telephone Support**

The vendor will provide a toll-free telephone number for use by the City to communicate with Vendor service/support personnel 8:00 A.M. - 5:00 P.M. Mondays through Fridays.

**viii. Hand-held Electronic Parking Ticket Devices (HHD)**

- **Overview** - The combination of a clear and accurate parking violation and a comprehensive and efficient Parking Violation System enables the City of Worcester to efficiently and effectively utilize the issuance of a parking ticket as a meaningful deterrent to illegal parking upon which other critical traffic and parking activities are totally dependent. To that end, the City of Worcester requires real-time cellular Hand-Held Electronic Parking Ticket Writing Device systems for the City's eleven (11) Parking Control Officer's (PCO's) in the DPW&P to make their tasks and the entire traffic and parking system more efficient.
- **Conversion to License Plate Based Paid Parking System** - The City's Paid Parking Program is undergoing significant programmatic and technological change by converting to a license plate-based parking management system in 2021. This license plate-based system, which will make the parking program significantly more efficient and responsive to the customer, will directly impact parking enforcement and citation issuance/equipment, including the HHDs. The City is changing out its single-space on-street parking meters over time to multi-space kiosks in a "pay-by-plate" format. The City is also introducing a mobile payment app tied to the customer's license plate and credit card to allow for contactless, pay-by-phone parking. This payment app will also allow the City to offer a merchant validation program, again tied to the customer's license plate. Finally, the City is planning to eliminate its employee "hangtag" parking permits in 2021 in favor of a "virtual permit" tied again to the customer's license plate. The City is interested in considering converting its resident permit parking sticker to a virtual permit as well.
- **City Orientation and Key Objectives for HHD's** – high parking citation collection rate and associated revenue stream involving millions of dollars, any HHD equipment/systems used by the City cannot create unacceptable risk and disruption to the levels and quality of its parking administration and collection system. The City requires that the HHD immediately and simultaneously enhance our operational enforcement capabilities.

A key objective for the HHDs are that they have license plate look-up and scanning capability. They must be able to auto populate vehicle info and payment/permit status by manual entry of license plate numbers into the HHD and by scanning inspection sticker barcodes, barcodes on permit stickers, and/or license plates. The HHD must be fully integrable with the City's kiosk vendors (Flowbird and Ventek) and pay-by-phone vendor (Passport) so that payments are registered and provided in real time via the HHDs regardless of whether they were made at a "pay-by-plate" kiosk, mobile payment app or virtual permit. The vendor providing the HHDs must demonstrate the ability to work with one or more 3<sup>rd</sup> party License Plate Recognition (LPR) vendors for potentially integrating plate-based payment

verification and permit validation capabilities into their HHD system via an Application Programming Interface (API) – see section (ix) below.

Worcester requires and mandates that the HHD's be rugged, fully tested, debugged, proven in Massachusetts urban city production environments, and determined to be completely reliable for the basic, repetitive task of entering standard information and generating a parking ticket. Further, due to the number of potential users with varying backgrounds relative to computer usage, the HHD should be designed to require an extremely minimal degree of technical dexterity for operation.

- **Vendor's Provisions of HHD's** - The Vendor shall be responsible for providing, implementing and supporting portable data terminals, base stations and any and all hardware, including installation and site preparation, necessary for the optimal performance of such devices (herein after referred to as 'HHD's) as a means of replacing the current process. The City's objective for an automated the ticket issuance process is to enhance the quality of the parking tickets issued by Parking Control Officers and to improve the efficiency and effectiveness of the enforcement capabilities.

The City requires HHD's to be capable of incorporating various technologies such as wireless network transmission to the Vendor's application for selected parking ticket data. In all cases, however, HHD's shall be capable of retaining parking ticket data in the device for later transmission to the Vendor's host computer system in the event of real-time interruptions.

- **Equipment Requirements** - The Vendor shall be responsible for providing twelve (12) operable at all times HHD's to Worcester with all required hardware, software and other equipment and services to support ticket issuance by the PCO's. Furthermore, an additional 5 HHD must be provided during the winter months for use by the City of Worcester Police Department Officers during Winter Parking Ban operations. The Vendor will supply a "turn-key" system that includes all software and hardware necessary to efficiently utilize the HHD's and their associated components. The Vendor shall be responsible to increase or adjust the equipment inventory to accommodate increases in Parking Officers or expanding services.

- **Physical /Environmental Characteristics of the HHD's** -

- The unit must be capable of being stored without damage within the temperature range of -40 to 120 degrees F.
- Handheld device must be lightweight. (Including batteries) to avoid user fatigue. It must be possible for the average person to hold the system unit easily in one hand for extended periods of time.
- The handheld device must be waterproof and dustproof and capable of withstanding repeated drops to concrete from a height of 3 feet.

- **Keyboard/Screen** -

- It must be possible to utilize the interface while wearing winter gloves in cold weather, without inadvertently hitting any other key.
- Interface must offer tactile and/or audible feedback.

- Displays should provide crisp characters that are easy to read. Display should not reflect glare from overhead lighting or other light sources. The display must be non-fatiguing so that it can be used for an extended period of time without eye discomfort to the operator.
- It must provide, where applicable, multiple Enter/Return Keys for ergonomic/left handed users.
- The display screen must be a backlit, shock-resistant, liquid crystal screen and support at least 160X160 pixels with a backlit display with adjustable font sizes

● **Process & Memory** - The handheld device, at a minimum, must have sufficient Static RAM memory. The unit must have the ability to be upgradeable. The system processor must function with sufficient MHz.

● **Ticket Information to be Captured by HHD (or as approved by the City)** - The following basic information will be stored in the handheld device:

- Unique ticket number (mod formulation to be determined by the City)
- Issue date (automatic entry)
- Issue time (s) (time of issuance via automatic entry)
- State
- Registration number and/or VIN#
- Plate Color
- Plate Type
- Vehicle Make
- Vehicle Color
- Vehicle Type
- Location
- Parking meter number
- Route
- Division (automatic entry)
- Zone (15min, 30min, 1hr, etc.)
- Issuing Officer Name
- Issuing Officer Badge Number
- Violation Identification Code and Phrase (s) with possible additional description
- Fine Amount
- Officer Notes

Add code for:

- AVR
- RPP
- Stolen vehicle

● **HHD Capabilities for Turnkey System (or as approved by the city)** -

- Extensive scrollable comments/history field.

- The software shall be capable of recording information on infractions and printing of Parking Tickets and other data as required (i.e., informational maps).
- Use of system/login information to auto-fill fields such as Date, Time, User ID /Officer number, routes, initials, etc.
- Simple prompts to enable officer to enter ticket information. Data entry should be intuitive and at no time during citation entry must the officer memorize codes for data entry; all entries must be selectable from a list or menu and follow a logical system flow.
- Use of alphanumeric search for look-up and selection including plate look-up.
- Ability to auto populate vehicle info and payment/permit status by PCO manual entry of license plate numbers into the HHD and by scanning inspection sticker barcodes and/or license plates to do the same.
- GPS based ticket issuance with digital time-zone chalking.
- Ability to provide real-time data integration with parking kiosk, pay-by-phone and any future LPR technology provider so PCOs can monitor/enforce parked vehicles by license plate using only the HHD.
- Ability to download scofflaw information to handheld citation units and link/identify a vehicle as a seizure-eligible scofflaw. Ability to automatically search databases containing plate numbers that instantly alerts the officer to habitual offenders, stolen vehicles, abandoned vehicles, resident parking or exempt vehicles. The appropriate message is displayed on the screen allowing the officer to take immediate action by notifying the Supervisor or Parking Administrator for towing or other special handling. The message may also be audible, alerting the officer to the vehicle's scofflaw status.
- Ability to download Resident Permits and associated vehicle registrations and link vehicles on the street to permits numbers. Ability to search databases containing newly expired or issued parking permits.
- Listing of all prior citations and ability to display any previous citations within a given time range, such as 24hrs, 72hrs, 5 days, etc.
- Allowing additional descriptive information to be entered for qualifying the "Location" field.
- Allowing manual data entry to supplement the selection in some fields.
- A selection made in a primary field such as an Offense or license plate to trigger automatic updating of dependent fields (e.g. meter violations require meter numbers).
- Ability to change the status of a citation including an auditable void function and reason for void, however, this will be ID dependent.
- Ability to track all changes and adjustments made to a record to a specific individual, date and time.
- Ability to write tickets even when network connectivity is weak or non-existent.
- Be able to restrict full data edit and delete capabilities only to authorized individuals.
- Ability to transmit by Radio Frequency any of the data captured by the HHD's.
- The software must allow the supervisors to select whether the license plate must be entered twice in the field for confirmation and reduction in data entry errors.
- Where plate number is not available, providing alphanumeric fields for (VIN #) information.
- Provide an area for recording comments (public/private).
- User confirmation prior to printing.
- Ability to change the data entered into the hand-held device before printing.
- OCR and/or Barcode printing of the ticket number.

- Ability to reprint any ticket or data.
- Ability for the user to record that a ticket was issued but was not served.
- Ability to automatically adjust to daylight savings time.
- Ability to take pictures at night with a flash size minimum of 1888MB
- Ability to provide high-quality photo evidence in color, violator notes and internal notes for adjudication purposes and the ability for multiple photos per violation
- Search-by-meter number functionality to help reduce user input requirements and facilitate the time it takes to write a ticket at remaining single space meters.
- Ability to enter information with notes when a meter is jammed, broken or in any way damaged and non-functional. A report can be immediately created to alert meter maintenance without having to issue a ticket violation.

● **Systems Compatibility** - The HHD software must conform to, and be capable of interacting with, the City's parking ticket processing system on a real-time basis.

● **Batteries**- The Vendor shall be responsible for supplying sufficient batteries to support the hand-held devices. This shall include spare batteries to allow for battery change-outs as necessary. An external, charging cradle, used to charge the batteries while they are in the unit shall be provided. Rechargeable battery packs must be able to provide power for a minimum of ten (10) hours of continuous usage in a parking enforcement environment without changing or recharging batteries. The system must have a power saver feature that, when the system is operating on batteries, automatically goes into "sleep" mode after a period of idle time, which can be specified.

● **Printer**

- Unit must permit the use of a printer.
- The printer must be fully compatible with the handheld device and the Parking Ticket Processing Software.
- The unit must be capable of being stored without damage within the temperature range of -40 to 120 degrees F.
- The print head, connectors, and electronics must be sealed to protect against moisture.
- The printer must be unaffected by humidity. Printer must be capable of printing in the rain.
- The field printer must be capable of printing an official looking form.
- The printer must be capable of printing enlarged, emphasized, and condensed characters; sideways and upside down fonts, and programmable graphics.
- The printer must be able to print machine-scannable bar codes and other characters, such as Optical Character Recognition (OCR) for lock-box.
- The print speed must be such that an 8-inch form can be printed in 20 seconds or less.
- The image printed onto the form must remain legible and not smear when the form becomes wet.
- The printer must have the ability to print on coated/waterproof paper.

- **Transmission Cradles/Devices and Chargers** - The Vendor shall be responsible for supplying sufficient cradles, chargers, docking stations or the like to support the hand-held devices.
- **Environmental Issues at Officers' Bases of Operations** - The Vendor will be responsible for site preparation including work to install, at a minimum, networking communications, base stations, docking stations, computer stations, report printers, electrical power supply and surge protection, etc. Base stations/docking stations shall be fully functional when installed and require minimal training for the City staff to maintain and operate. The Vendor shall be on-site at the time of the first week or to oversee as required to ensure optimal system performance.
- **Repairs and Replacement of HHD's and Supporting Equipment** - The Vendor shall provide repairs and full replacements for all hand held devices, including printer components, damaged, lost or otherwise rendered inoperative, for any reason. The Vendor shall replace devices determined, by either the hardware supplier or the City, to be beyond repair. The Vendor will bear the cost of replacing any damaged HHD for the normal "wear and tear" of any device. In the event an HHD is lost and cannot be found, the City will bear such cost of replacement. Such replacement devices shall be new and shall be fully configured and operational when delivered to the City. Ownership of the HHDs and equipment supplied by the vendor will be the property of the vendor upon termination of the contract.
- **Maintenance** - It must be possible to have access to a staffed Help Desk Call Center to report a problem from 7:00 am to 5:00 pm Eastern Standard Time, 5 days a week (Monday through Friday; Saturday is optional). This time is subject to change if the hours of enforcement are changed. The maximum turnaround time for replacement equipment must be forty eight (48) hours. The new and fully configured HHD's must be ready for service upon receipt. The maximum response time for support calls must be four (4) hours.
- **Security** - The system must allow the creation of a profile for each individual user. This profile must specifically detail the access rights and security privileges as defined by the system administrator. At a minimum, there must be three levels of password protected user logins; 1 for officers, 1 for supervisors and 1 for an administrator with ability to configure devices. Access levels should include the ability to specify read only access, ability to insert records, ability to edit records, ability to delete any record, ability to delete only your records, and no delete capabilities whatsoever. The system must also provide a complete audit trail of every modification or transaction executed by a particular user.
- **Data Import/Export** - The software must be capable of creating file formats that readily facilitate and accommodate data import/export between all aspects of the parking management system.
- **Reporting: Including Ad Hoc Capabilities** - The HHD or system shall provide a wide variety of management reports, in electronic and hard copy form as specified by the City on an individual user basis, user group basis or other basis according to the data components captured, for analysis and activity reporting. Issuance data shall automatically update the ad hoc reporting server and database. The Vendor

shall provide a user-friendly, operationally efficient ad hoc reporting writer and query tool, which allows users to perform ad hoc queries based on any available data fields for any date range. The query tool must allow data to be sent to a printer, file, or screen display. The Vendor shall provide a database dictionary, which describes each data field in the ad hoc reporting database by listing field names and their corresponding textual descriptions.

Various report capabilities must be available from the system. By way of illustration, these reports would include an officer-specific report of tickets written by location, time of day and violation type over a date range; a chronological listing of citations written by violation type, location and date range.

- **Software Upgrades and Inspections** - The Vendor shall, twice yearly, check each HHD for physical damage and software integrity. Any units deemed physically substandard will be replaced. Preventative maintenance will be addressed at this time. The Vendor will update the software on all HHD or associate components at this time. The Vendor will provide the City with the most recent versions of software available for this equipment.
  
- **Documentation** – The following documentation must be available at the time of delivery/contract execution.

A Technical reference manual will be provided, which describes in detail all of the hardware. The manual must include a general description of major components of the system. The technical manuals must be published by the original equipment manufacturer. Any third party components must also be documented to the same level of detail and included as appendices in the technical manual. The manual must be available in English.

A minimum of two operator/user manuals will be provided that consist of at least the following:

- User and reference materials for all hardware/software options.
- Documentation for power and environmental requirements.
- Reference manuals for diagnostics and power-on self-test.
- Complete installation instructions and configuration description.
- Complete preparation and packaging instructions for shipping and transport.

- **Support** - The Vendor shall support the HHD application with technical staff including staff that will be available to be on-site for installation, including site preparation, training, and start-up as well as on an on-going basis throughout the life of the contract.

HHD support personnel shall have appropriate experience to fully support all networking, hardware and software platforms utilized. HHD support personnel shall be responsible for coordinating system modifications with City staff and the Vendor's technical personnel, troubleshooting problems including hardware and

application problems, and training the City's staff. The Vendor shall be responsible for ensuring accurate, automated payment process of HHD issued parking tickets.

• **Development of Additional Applications or Enhancements** - The Vendor may also be required to develop additional applications or enhancements to the hand held system. These may include, but are not limited to:

- parking meter inventory data
- enforcement route surveys
- turnover studies
- field investigations
- data collection on missing signage or road conditions

The Vendor shall also be required to develop additional applications or enhancements to the hand held system that would:

- Allow for coordination with the MRMV to supply the HHD's with live access to the status of registrations and inspection stickers.
- Allow for coordination with the City's Technical Services Department to initiate an application for communication with our Geographic Information System (GIS).

## 5. *Adjudication*

### *a. Out of State Processing*

Tickets issued to non-Massachusetts registered vehicles are to be treated similarly to in-state tickets; ownership information should be obtained and demand notices sent no later than 60 days after issuance.

Out-of-State-Processing to include:

- i.* Interface with non-Massachusetts Departments of Motor Vehicles to acquire registration data (including name and address etc.) on a computerized basis that assures timely processing of large volume.
- ii.* Computerized analysis and comparisons of registration files to insure integrity of data and to provide accurate follow-up.
- iii.* Issuance of a notice to non-Massachusetts violators for citations unpaid after 24 days and again, if necessary, after 48 days from original fine.

### *b. Lease/Rental Vehicle Processing*

Under current law, lease, rental, and taxi registrants are not held liable for the violations incurred by the vehicle operator provided that the registrant complies with the provisions of Massachusetts General Laws, Chapter 90, Section 20E as amended by Chapter 699, Acts of 1985. In summary, the law requires that the registered owner of the ticketed vehicle be notified of the specifics of the violation, and within forty-five days of such notification the owner must return the name, address, date of birth, and license number of the vehicle operator.

The Vendor must generate and send the initial dunning notice to the registrant. Upon receipt of the vehicle operator information, the Vendor must generate and send a dunning notice to the operator. The system must have the capability to retain by plate number the registrant data, and by ticket number the operator and notice data for viewing.

***c. Towing/Booting Support***

In order to support tow-and-hold and booting programs, the vendor must provide:

- i.*** Reports of vehicles and registration number with five or more unpaid tickets:
  - Where tickets have been issued within the past month (habitual current offender)
  - Where tickets have been unpaid for more than 50 days
  
- ii.*** Reports by vehicle registration number of vehicles with five or more tickets per calendar year:
  - Where tickets for Massachusetts vehicles have been unpaid for more than 50 days
  - Where tickets for out-of-state vehicles have been unpaid for more than 24 days
  
- iii.*** System designation and removal by the Parking Administrator of vehicles approved for towing or booting including identification of likely patrol route and printing of lists of all vehicles approved for towing or booting, in sequence by vehicle registration, state and number.
  
- iv.*** System identification by the Parking Administrator of vehicles which have been towed or boot identifying the tow lot or boot serial number. The status should be evident upon inquiry by registration number. Inquiry and listing on request of all towed and booted vehicles should also be supported.
  
- v.*** System posting of payment and generation of a receipt detailing the tickets paid with cancellation of the approval to tow or boot. Receipts following towing or booting should be identifiable for management reporting purposes.
  
- vi.*** Towing/Booting- Accessibility of towing and booting capability on the HHD, identifying a registration with 5 or more unpaid violations over a month old.

***d. Hearing Scheduling***

The vendor must provide the capability to schedule appeal hearings in the system to generate letters of notification of said hearings and to hold the addition of penalties in abeyance pending the outcomes of said hearings. Such a system must provide daily schedules of hearings for use by the hearing officer, to include information regarding tickets and outstanding ticket history of appellants in a format to be approved by the Parking Administrator as well as on-demand reports of hearings and dispositions for both Parking Tickets and Abandoned Vehicles.

***e. Correspondence System***

- i. General*** - The on-line system provided by the Vendor shall have the capability to process the disposition requests and disputed ticket claims against the Master Violations File, including the following:
  - notate the type of correspondence;
  - suspend violation activity where applicable;
  - add registrant name and address on-line when necessary;

- assess tow eligibility;
- Automatically schedule hearings based on hour, day and other scheduling parameters.

*ii. Automated Correspondence* - The City shall provide specifications to the Vendor as to the form and content of the form letters. The Vendor will generate such form letters to registrants upon request by the City, in connection with the hearing appeals process. The Vendor will develop a disposition coding system which will enable the City tellers to enter the applicable ticket number; violation code and disposition code via the on-line system. The system must allow the City to override the file where an updated name and/or address have been obtained in connection with the appeal.

## **7. Resident Parking Permit System**

The vendor must provide an on-line interactive permit processing system integrated with its parking ticket processing capabilities on all workstations, HHD and with any future LPR systems. Said system must permit inquiring of permit records by account number, registration, permit number, name and street address. Data in records must include account number, applicant name, residential and mailing address, telephone number, vehicle registration number, vehicle make and color, sticker and visitor pass number (serialized), issuance and expiration dates for stickers and visitor passes, inquiry/update information for accounting and a "comment" area to record pertinent information for each account. Actual stickers and permit passes shall be provided by the vendor according to the City's specifications.

Permit fees must be recorded separately from violation payments on daily journal reports. Permit activity must be reported via on-demand management reports as specified by the City.

The vendor shall annually forward to the City a register of active permit accounts and shall mail renewal notices to said accounts thirty days prior to the expiration of active stickers and visitor passes.

The current residential parking program is described on the City's website [www.worcesterma.gov/parking/residential-parking-program](http://www.worcesterma.gov/parking/residential-parking-program) .

### **i. UNIT DESCRIPTIONS FOR PRICING PAGE**

#### ***Parking Tickets***

Unit = 1 parking ticket

**Type 1 - - Manually written tickets** - Includes printing, storage and timely delivery of tickets per format and content approved by City of Worcester, tickets issued by City and successfully updated to the master file.

**Type 2 - Handheld device tickets** - The cost of the HHD system shall be reflected as a per ticket cost for HHD produced violation in contrast to reflecting a per ticket price for a manually written ticket.

***Late Notices***

**Unit** = each notice includes timely printing and mailing of all notices as detailed in Services Description on all outstanding tickets

***Quarterly Notices***

**Unit** = each notice includes timely printing and mailing of all notices as detailed in Services Description on all outstanding tickets. These notices will be consolidated by customer to comprise a unit.

***Lockbox Payments Processed by City/Vendor***

**Unit** = each item payment processed

***Payments Processed by City***

**Unit** = each item payment processed

***Internet Payments Processed by the Vendor***

**Unit** = each item payment processed

## ii. PRICING PAGE

ITEM #	ESTIMATE D ANNUAL QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			<b>City of Worcester</b>		
1	<b>60000</b>	One Parking Ticket	Type 1. Manually Written Tickets and Type 2. Handheld Device Tickets (Bidder must provide one price that includes both types. Do not include separate prices)	\$ _____ EACH	\$ _____ TOTAL
2	<b>25000</b>	Each Notice	Late Notices	\$ _____ EACH	\$ _____ TOTAL
3	<b>40000</b>	Each Notice	Quarterly Notices	\$ _____ EACH	\$ _____ TOTAL
4	<b>25000</b>	Each Item Payment Processed	Lockbox Payments Processed by City/Vendor	\$ _____ EACH	\$ _____ TOTAL
5	<b>25000</b>	Each Item Payment Processed	Payments Processed by City	\$ _____ EACH	\$ _____ TOTAL
6	<b>10000</b>	Each Item Payment Processed	Payments Processed through the Internet	\$ _____ EACH	\$ _____ TOTAL
			<b>GRAND TOTAL FOR ALL ITEMS</b>		\$ _____ TOTAL

Payment to the awarded Vendor for ticket processing and collections will be distributed on a 40%/60% basis. A 40% payment will be distributed upon initial entry of tickets and the remaining 60% payment will be distributed upon collection of such tickets. The payment applies to tickets issued and collected during the contract period only.

The City of Worcester will have no further obligations of payment to the Vendor once the contract is terminated.

\*This is an aggregate award - bidders must bid on all items in order to be considered.