

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR TREASURY***

**REQUEST FOR PROPOSALS:  
PARKING VIOLATION PROCESS AND  
COLLECTION SERVICES**

***RFP #23-78***

**Bid Opening Date: April 6, 2023**

**MARCH 2023**

**Ruthanne Fuller, Mayor**

# CITY OF NEWTON

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**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSAL #23-78**

This City of Newton Request For Proposals (RFP) invites sealed proposals from Contractors for

**PARKING VIOLATION PROCESS AND COLLECTION SERVICES**

Proposals will be received until **10:30 a.m., Thursday, April 6, 2023** at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459 Immediately following the deadline for proposals, a list will be created of all proposers names received and will be posted to the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids)

Contract Documents will be available online at the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) after: **10:00 a.m., March 16, 2023**. Proposers are responsible for downloading the specifications from the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) . Proposers are requested to email the Purchasing Department ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. 23-78) they have downloaded.

**The term of the contract shall extend from July 1, 2023 through June 30, 2028.** The City shall have the option, at its sole discretion, **to renew this Contract for one (1) additional five (5) year term**, with no change in the contract price or terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.

The specific parking violation process and collection services solicited in this RFP are described in the Scope of Services at pp. 9-41 below. This Scope of Services shall define the winning proposer's obligations to the City under its contract.

As this is an RFP, proposers shall submit a technical, or non-price proposal and a price proposal. There is no specific form for the technical proposal, although it should be responsive to all information requested made in the RFP. The price proposals shall be submitted on the Price Proposal #23-78 form included in this RFP.

**All proposals shall be submitted as (i) for the technical proposal, one (1) ORIGINAL and three (3) COPIES and (ii) for the price proposal, ONE (1) COPY.** Proposers' attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby incorporated into the Contract Documents. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, [www.newtonma.gov/bids](http://www.newtonma.gov/bids) It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

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

CITY OF NEWTON



Nicholas Read  
*Chief Procurement Officer*  
March 16, 2023

**CITY OF NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT  
Instructions to Proposers**

**REQUEST FOR PROPOSAL (RFP) #23-78  
PARKING VIOLATION PROCESS AND COLLECTION SERVICES**

**I. DECISION TO USE COMPETITIVE SEALED PROPOSALS**

The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal for Parking Violation Process and Collection Services (hereinafter referred to as “Collection Services”) for the City of Newton comparative judgments of technical factors, in addition to price, will be necessary.

The City believes that while low price is a factor in selecting the most advantageous service provider, it is also important that the City be able to consider the proposer’s experience in providing Collection Services to municipalities similar to Newton, that the City be able to evaluate the proposer’s methodology and staffing, the proposer’s ability to deliver the services needed, and the effectiveness of the proposer’s interface with the Massachusetts Registry of Motor Vehicles (RMV). The City’s ability to weigh these factors is best achieved by procuring Collection Services through a Request For Proposals (RFP).

**II. INSTRUCTIONS TO PROPOSERS**

A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **10:30 a.m., April 6, 2023**.

B. **A responsive proposal shall consist of two parts: (i) a Technical Proposal made up of one (1) original, three paper (3) copies and one (1) digital copy and (ii) one (1) paper copy of a Price Proposal. The Technical Proposal and the Price Proposal shall be submitted in separate sealed envelopes.**

Copies of the TECHNICAL PROPOSAL and the one PRICE PROPOSAL must be submitted in **SEPARATE SEALED ENVELOPES**.

Envelopes shall be marked:

**“TECHNICAL PROPOSAL - RFP #23-78 “PARKING VIOLATION PROCESS AND COLLECTION SERVICES”**

and

**“PRICE PROPOSAL - RFP #23-78 “PARKING VIOLATION PROCESS AND COLLECTION SERVICES”**

along with your firm’s name on both envelopes. If a Price Proposal is included in the Technical Proposal, the proposal may be rejected.

Where information is requested, proposals must provide it in the same order as requested in this RFP and identify the page number of the RFP that relates to the information response.

**Faxed proposals will not be accepted.**

C. **QUESTIONS AND INQUIRIES.** It is the responsibility of a proposer to inquire about and question any material contained in this RFP which is not fully understood or that is believed to be susceptible to more than one interpretation. All questions and inquiries involving procedural or technical matters should be directed to the City of Newton before noon on March 31, 2023, in writing by email or fax: FAX (617) 796-1227 or e-mail: [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), referencing RFP #23-78 in all correspondence.

D. **ADDENDA.** Addenda will be emailed to every individual or firm on record as having taken the RFP. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton Purchasing Department by emailing or faxing your company’s: name, address, phone and fax number and include the RFP NUMBER (#23-78), if you would like to be recorded as a potential proposer. It is the proposer’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be posted to the City’s website [www.newton.ma.gov/bids](http://www.newton.ma.gov/bids).

**Proposer shall acknowledge any/all addenda on the first line of their Transmittal Sheet of their Technical Proposal, as well as on the designated line provided in the Price Proposal.**

E. **EXAMINATION OF DOCUMENTS:** Each proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

F. **TIMELINE:**

**RFP Released : Thursday, March 16, 2023 at 10:00AM**

**Question Deadline : Friday, March 31, 2023 at noon**

**Addenda w/Answers : On or before April 3, 2023 at 5PM**

**Proposal Submittal Due : Thursday, April 6, 2023 at 10:30AM**

G. **PROPOSAL FORMAT:** All proposals shall follow the order of this RFP. All proposals shall have a table of contents denoting, for each item, which page it can be located on. All proposals shall have footers with page numbers.

### III. EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. Following the deadline for receipt, the *Chief Procurement Officer* will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

The Technical Proposals shall be evaluated by an Evaluation Committee; the Evaluators shall prepare their evaluations based on the criteria contained herein.

Any proposer submitting a proposal must satisfy all the **Minimum Criteria, below**. **Proposals that do not demonstrate compliance with the Minimum Criteria may be rejected as non-responsive. All proposals not rejected as non-responsive shall be evaluated based on the six (6) Comparative Criteria below.**

The City of Newton reserves the right to waive any informalities in any or all RFPs, or to reject any or all RFPs, if it be in the public interest to do so. The City reserves the right to request site visits and demonstrations of existing vendor operations.

Upon completion of the evaluation of the responsive Technical Proposals, the *Chief Procurement Officer* will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

### IV. MINIMUM CRITERIA

In order to be deemed responsive, proposers must satisfy all the **Minimum Criteria**.

**Proposals that do not demonstrate compliance with the Minimum Criteria will not be further considered.**

It should be recognized that parking violation processing is an extremely sensitive area of public contact for a municipality. The City wishes to perpetuate its reputation for protecting the rights of individuals while at the same time supporting management approaches for developing a valuable revenue source. The City will not award a contract except to a responsible and responsive proposer that has documented successful experience in accordance with the certain minimum requirements:

1. Five years' operating, for municipalities, an on-line parking ticket processing system substantially similar to the system outlined in this RFP;
2. Five years' operating an on-line parking ticket processing system substantially similar to the system for municipalities which issue at least 75,000 tickets annually; and for a minimum of five consecutive years;

3. Five years' experience with Commonwealth of Massachusetts Registry of Motor Vehicles (RMV) in implementing the automated marking and clearing procedures for license -registration non-renewal provisions of M.G.L. c. 90, §20A ½;
4. Five years' experience with the Commonwealth of Massachusetts Registry of Motor Vehicles in performing automated name and address acquisitions;
5. Five years' experience with the vehicle registries in each of Florida, Connecticut, Maine, Rhode Island, New York, New Jersey, Pennsylvania and New Hampshire, in performing automated name and address acquisition;
6. Five years' experience in providing an on-line abandoned vehicle management system;
7. Five years' experience providing an on-line tow system;
8. Five years' experience with providing and maintaining handheld ticket writers;
9. Evidence of financial solvency;
10. Submitted proposal is without conditions, exceptions or modifications to the proposal document;
11. A local office in the Newton area which will allow for vendor to respond with onsite visit to City location within thirty (30) minutes of initial request;
12. Five years' experience providing a Parking Violation Processing and Collection System (PVPCS) that integrates parking permit program data into its system and provided an integrated parking ticket;
13. Not less than three (3) resumes of key project personnel demonstrating that the proposer has the skill, ability and integrity necessary for the faithful performance of the work;
14. Completed Bidder's Qualifications and References Form;
15. Completed Certificate of Tax Compliance;
16. Completed Certificate of Non-Collusion;
17. Completed Certification of Foreign Corporation (if applicable);
18. Completed Debarment Letter;
19. Completed IRS Form W-9; and
20. Completed Business Category Information Form

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

## **V. COMPARATIVE EVALUATION CRITERIA**

The evaluation of each proposal for Parking Violation Process and Collection Services Program will be based upon the "Comparative Evaluation Criteria" described in this section. The following scale will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

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

An “Unacceptable” rating in any one of the criteria will eliminate a proposal from further consideration.

**1. Experience in providing parking violation processing collection services to municipalities similar to Newton (size, scope of systems, number and types of transactions, edit and quality control and customer service). (Documentation is required. Information should include phone numbers and contacts.)**

*Not Advantageous* – Less than five years’ experience in performing similar municipal parking violation and processing services.

*Advantageous* – A minimum of five years’ experience in performing similar municipal parking violation and processing services.

*Highly Advantageous* – More than ten years’ experience in performing similar municipal parking violation and processing services.

**2. Response to the Technical Scope of services/Plan of Services (not including staffing questions)**

*Not Advantageous* – Proposal did not adequately explain all aspects of methodology.

*Advantageous* – Proposal was adequate, appeared consistent with project intent and responded to needs expressed by the documents in all areas.

*Highly Advantageous*- Proposal was very thorough and consistent with project intent and responded to needs expressed by the documents in all areas.

**3. Staffing Requirements including the Operations/Management Plan, staff dedications and location of critical facility.**

*Not Advantageous* – The staffing information and Operations/Management Plan provided may meet the City’s needs, but the plan provided is not clear enough to make a determination.

*Advantageous* – The staffing information and Operations/Management Plan provided will adequately meet the needs of the City.

*Highly Advantageous* –The staffing and Operations/Management Plan provided shows the Contractor’s direct experience and commitment to putting their best staff and resources into this project and a willingness and commitment to exceed the needs set forth by the City.

**4. Response to Project Timeline and deliverables.**

*Not Advantageous* –Proposal did not address timeline of project deliverables.

*Advantageous* – Proposal included a timeline and deliverable that was adequate, appeared consistent with project intent and provided an acceptable project completion schedule.

*Highly Advantageous* – Proposal timeline and deliverable were very detailed and provided an aggressive project completion schedule.

**5. Experience and Effectiveness RMV interfacing.**

*Not Advantageous* – Proposal detail, documentation, substantiation and demonstration of previous and current on line access, experience, knowledge and performance with the City’s RMV interface requirements (including motor vehicle departments of other states) based upon their operation in PVPCS in cities comparable to Newton is sufficiently unclear or lacks details required to adequately assess.

*Advantageous* – Proposal comprehensively documents, substantiates and demonstrates extensive previous and current direct on-line access, experience, knowledge and capabilities and good performance and effectiveness with the City’s RMV interface requirements (including motor vehicle departments of other states) based upon their provision and operation in PVPCS in cities comparable to Newton. The credibility of the proposers RFP responses in terms of demonstrated capability to comply with the specified requirements throughout the full term of the proposed contract is determined to be good.

*Highly Advantageous* - Proposal comprehensively documents, substantiates and demonstrates extensive previous and current direct on line access, experience, knowledge and capabilities and excellent performance and effectiveness with the City’s RMV interface requirements (including motor vehicle departments of other states) based upon their provision and operation in PVPCS in cities comparable to Newton. The Proposer clearly documents and demonstrates their ability to provide the highest degree of assurance that disruption or risk to the City’s current level and

quality of RMV interface services for items such as registrant identification, non-renewal mark and clear, and adaptation to other RMV changes (including motor vehicle departments of other states) can be prevented or extremely minimized throughout the full term of the contact period.

The credibility of the proposer's RFP responses in terms of demonstrated capability to comply with the specified requirements throughout the full term of the proposed contract is determined to be excellent.

## 6. General Impression of Proposal

*Not Advantageous* – Proposal was not responsive to the requirements of the RFP

*Advantageous* – Proposal is informative, meets criteria for responsiveness. Review(s) determine proposal reflects that provider is able to perform in a manner acceptable to the City

*Highly Advantageous*- Proposal is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the City. Review(s) strongly believe the provider's ability to provide and administer the plan as required by the City.

**VI. CONTRACT TERM** - The term of this contract shall extend for **five (5) years** from **July 1, 2023 through June 30, 2028** and the City of Newton, in its sole discretion and without the consent of the contractor, shall have an option to renew the contract for an **additional term of five (5) years**.

**VII. COMPENSATION** - The contractor shall be paid in a manner agreed to by the contractor and the City, but shall not be more frequent than a monthly payment.

## VIII. INDEMNIFICATION

The proposer acknowledges and agrees that it is responsible as an independent contractor for all services and for all the acts of its employees and agents and agrees that it will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed.

## IX. RULE FOR AWARD

A contract, substantially similar to the City-Contractor Agreement at pp. 52-56 below, will be awarded to that proposer deemed by the evaluation committee and the Chief Procurement Officer to have submitted the most advantageous proposal taking into consideration the price and non-price proposals. The City reserves the right to reject any and all proposals as determined to be in the best interests of the City

The contract(s) will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent most advantageous responsive and responsible proposer(s).

**END OF SECTION**



## PARKING VIOLATION PROCESS AND COLLECTION SERVICES

### Scope of Services

#### Overview

The City of Newton's purpose of this procurement is to solicit proposals for an integrated, unified and comprehensive Parking Violation Process and Collection Services program. This program must integrate and support every facet of parking ticket and parking management elements from ticket procurement to final disposition.

Approximately 75,000+ tickets are issued within the City on an annual basis. Approximately \$1,550,000 million dollars are collected annually from all sources (i.e. ticket payments, tow and hold, and permits). The Vendor must maintain all ticket information in their database or archive records with City accessibility.

The City requires that the functions associated with parking violation ticket record keeping, processing, adjudication, collection and enforcement are integrated into a system which must follow state guidelines and procedures for the collection and maintenance of parking violation receivables provided for under Massachusetts General Laws. Unless specified otherwise, the city expects and requires that the vendor have all specified systems, applications, processes, equipment, staffing, a local office and other requirements fully operational in a highly efficient and effective manner on the date that the vendor assumes responsibility for the City's Parking Violation Process and Collection Services.

The components of the City's Parking Violation Process and Collection Services system support and provide a critical revenue source to the financing of the City. Any failure or delay in providing the necessary services that generates a reduction in the City's revenue attributable to factors under the vendor's control will be considered potential grounds for termination of the contract. Upon notification by the City of such a situation, the vendor will have 7 days to respond by resolving the problem or identify a solution with a longer schedule for the City's review and determination on whether it will be accepted. If the vendor fails to resolve or provide a plan acceptable to the City to resolve the problem, the City will initiate termination proceedings

Key components of the system include:

- Registrant data acquisition from the Massachusetts Registry of Motor Vehicles (RMV) as well as other states;
- Electronic interface with Mass RMV registry hold program;
- Consolidated cashiering system with adequate audit trails, edits and controls on all financial transactions;
- Management reporting including enforcement unit management reports;
- Lockbox Services;
- Document image processing and workflow management;
- Adjudication components to support in house parking ticket disputes and resolution;
- On-line service delivery for payments, adjudication, permit issuance;
- Directly interface with current parking payment service providers, including IPS Group (on-street parking meters and multi-space meters) and PassPort Parking for app-based parking payments. Must have capability to directly interface with other app-based payment systems.

The term of this contract **shall extend from July 1, 2023 through June 30, 2028**. The City intends to award this contract within 30 business days.

The selected contractor must be able to implement all requirements of the contract on July 1, 2023. Failure to meet this requirement will allow the City of Newton to terminate immediately.

Prospective bidders are advised that pursuant to the provisions of M.G.L. c. 30B §12(c)(3) the City shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year. Accordingly, this contract is subject to annual appropriation.

The City of Newton, Massachusetts is seeking proposals for a vendor to provide a Parking Violation Processing and Collection System (PVPCS) under a five-year contract. The major components of the desired system are: automated processing and collections of traffic and parking fines and penalties, online payment processing and clearance of vehicles marked by the Registry of Motor Vehicles, acquisition of vehicle registrant data from registry of motor vehicle agencies, noticing, computerization of vehicle impoundment and the supply of hand held units. The work includes all labor, materials, and equipment required for furnishing and installing an integrated on-line computerized system.

## DETAILED SCOPE OF SERVICES

### VIOLATION PROCESSING

#### **Generally**

The selected provider (“Contractor” or “Vendor”) shall be required to collect from the City, acknowledge receipt of, account for, and process according to the City's requirements, all parking violations issued by the City. The Contractor shall also be required to enter documentation relating to voided violations, the violation number, issue date, issuing agency, officer ID, and fine amount. Each void shall be treated as a closed violation and shall be displayed through the on-line system as a voided violation. The cost for processing voids shall be stated separately as required by the attached pricing schedule.

#### **Delivery of Violations to Contractor**

The Contractor shall be responsible for daily pick-up of all violations to be processed from the Newton Police Department and /or Newton City Hall 1000 Commonwealth Ave, Newton. The Contractor shall also be responsible for establishing and maintaining positive controls for reconciling differences between the number of violations received from the Police Department and the number of violations actually processed and updated to the master violation file. The Contractor shall be responsible for entering the violation information into the automated system.

#### **Violation File Update**

The Contractor will perform the following duties by 5:00pm of next business day after receipt of violation:

- a. Enter new violation information to the Master Violation File.
- b. Match the vehicle registrations appearing on the Parking violations against the most recent license plate records of the Contractor's Massachusetts and out-of-state Registry of Motor Vehicles file or, in the absence of such license plate records, create new vehicle registration records (note to bidders: also see-requirements at section on Skeletal Payments and Dispositions)
- c. Provide for the immediate on-line system access of violation information by vehicle registration number and violation number.

The Contractor shall request registrant information on a weekly basis for violations not paid within 15 days from Massachusetts and out-of-state motor vehicle agencies. The Contractor shall add matched and newly acquired registrant information, including but not limited to the following: name, address, vehicle make, license number, plate issue date, confirmation date, expiration date, plate type, plate color and error code to the Master Violations File. Upon acquisition of this information, the Contractor shall provide for the immediate on-line access of traffic violation information by registrant name and license number, and violation and registration number.

#### **Activity Reporting**

The Contractor shall deliver to the City a comprehensive daily reporting package of all ticket processing activities which shall also contain cumulative processing totals with real-time reporting capabilities for current day, current week, month, and fiscal year.

#### **Back-Up System**

The Contractor shall develop a complete back-up system and capacity for all on-line systems including hardware, software communication lines and other equipment. The Contractor shall retain sufficient back-up files so that reconstruction of all processing activities can be accomplished for audit and emergency purposes. Such back-up files must be stored at a site separate from the site where the main operating system is based.

#### **Storage Requirements**

The Contractor shall be responsible for acquiring and maintaining, in a secure location within its control, all computer and digital storage equipment relating to daily transactions processed by the Contractor pursuant to the agreement including unapplied transactions.

## **User Documentation**

Within 30 days of the effective date of the contract, the Contractor shall provide the City with complete user documentation of all system flows, processing functions, and procedural and system controls for all ticket processing for which the Contractor is responsible. The Contractor shall document all enhancements or modifications to the System and procedures and furnish the City with such documentation within 30 days of implementation.

## **PAYMENT PROCESSING**

### **Generally**

The Contractor will not be required to perform any in-person payment collection functions for Parking Violations. All payments either will be received at City Hall or mailed to the contractor's lockbox, as described hereafter.

### **Payment Collection at the City**

The Contractor shall provide an on-line real time payments 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 payor. The payment system's software and hardware must accommodate the volume and nature of parking violation payment. The Contractor shall provide the capability to apply any range of whole dollar amount payments to a violation, e.g. accommodate partial payments. Payments entered to the on-line system shall also be immediately reflected in the subsystems or system elements provided by the Contractor for use in determining penalty, notice and seizure eligibility. The contractor shall record on the database, and display on the on-line inquiry system, the location of where the payment was made, i.e. the on-line payment system in addition to the method of payment i.e., cash, check or money order. The on-line payment 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 or money order; receipts and cash-out totals; and e) operator ID retained in-all transactions.

The Contractor shall update the Master Violations File to reflect all payments received by the city's cashiers within twenty-four (24) hours from all such payments. The city shall be responsible for providing all the required controls, reports, procedures, and documentation to ensure that all payments processed by the City's tellers are distinguishable from those processed by the contractor, and that each are reconcilable to this total monies received.

In addition, the on-site payment system will consist of one (1) workstation that prints receipts for cash, check and money order 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.

### **On-line Payments Dispositions**

This allows for Internet based access to the Ticket Management System for use by parking ticket violators of the City of Newton. The contractor is solely responsible for:

Providing internet based access to the parking ticket management for the sole purpose of allowing violators to view and pay their parking tickets online via credit cards.

a. All costs for developing, programming, upgrading, and maintaining the internet access system and ensuring that it conforms to all Federal, State and Local laws in addition to the rules and regulations of Visa/Master Card.

b. The process will be available through a link on the City's website.

The City will be responsible for:

a. Allowing charge backs to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules regulations and timetables, and to allow for the charge back fee to also be withdrawn from the account under the same rules, regulations, and timetables.

b. There will be no cost for this weekly fee as the transfer will be made via a check being written from the merchant account into an account designated by the City.

c. Allowing for a monthly fee of \$25.00 to be debited from the account.

The transfer will be done on a weekly basis via a check being written from the merchant account and deposited into an account designated by the City of Newton for the transactions processed during the preceding seven days.

### **Post Office Lockbox Payments**

The Contractor must have the capability to handle all parking violation payments mailed into the post office lockbox, and, daily depositing of all receipts. This function must conform to Generally Accepted Accounting Principles for cash handling, accounting, and control. The following procedures shall apply to the processing of all parking violation fine payments.

a. The Contractor shall rent a post office lockbox, the contents of which shall be removed by the Contractor (via a bonded messenger) at the beginning of each processing day. The Contractor shall, if required, provide proof of the bonding of such messenger.

b. After opening, violations with remittances shall be batched and dated. Each check shall be dated and endorsed for deposit within twenty-four (24) hours of receipt by the contractor from the lockbox. The payment information shall be entered and verified with appropriate editing controls and batch totaling and updated to the Master Violations File and all on-line systems within forty-eight (48) hours of receipt by the Contractor from the lockbox.

c. In addition to batch processing capabilities, the Contractor shall also provide for the on-line, real time processing of mail and lockbox payments. This on-line processing capability shall allow Contractor personnel to enter and record payments and payment adjustments according to the on-line payment and-audit control requirements described herein. The on-line payment system shall be utilized by the Contractor, by way of illustration and without limitation, for the following payment activities: multiple violations; multiple registrations; research items; and exception items.

d. The Contractor 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. The Contractor shall record on the database, and display on the on-line inquiry system, the location of where the payment was made, i.e., lockbox, in addition to the method of payment e.g. check or money order. The Contractor 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 Newton. Checks and related documents will then be reconciled by their batch totals and/or on-line balancing procedures.

e. The total amount of all checks processed each day will be credited to a demand deposit account specified by the City which shall be entitled "Parking Fine Account" under the same terms and conditions as would apply to direct deposits.

f. Checks which are returned unpaid will be re-deposited once. If such items are returned again, the Contractor shall charge the Parking Account in the amount of the unpaid items and within three (3) working days after receipt of each returned check deliver such checks to the City. The contractor must arrange for violations which correspond to unpaid checks to be reactivated as unpaid on the Master Violations File and to the status preceding the application of the unpaid check. The Contractor must have the capability to assess a bad check fee on a license plate level and/or violation level basis. City of Newton policy imposes a \$25.00 bad check fee. A notation communicating the receipt of a bad check must be displayed on the license plate and violation level through the on-line inquiry system. The Contractor shall provide the City with a weekly list of all returned check transactions charged to the Parking Fine Account.

g. When the Contractor 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 Contractor 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.

h. When the Contractor 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 Contractor shall apply the excess payment amount to those violations. If the excess payment amount cannot be applied to other violations, the Contractor shall provide the City with all information necessary to allow the City to issue a refund.

i. The Contractor 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 Office of Parking Clerk.

j. The City's strict policy is to not accept post-dated checks. The only exception would be if the gap between the check and its receipt

is 2 days or less.

k. The City shall provide the Contractor with appropriate procedures and forms for processing any other payments not previously described herein.

l. The Contractor Shall, if requested, forward copies of all checks and related correspondence to the office of the Parking Clerk. Contractor shall return all other post-dated checks to the Payor by U.S. Mail.

m. The Contractor shall apply all payments against the Master Violations File within two (2) working days, the first day of which includes the date of receipt by the Contractor of such payments at the Post Office Lockbox. In addition, the Contractor 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 Violations Receipts Accounts. Twice each week the contractor shall deliver to the City a report of daily payment activity, and copies of deposits made.

### **Point of Sale Payment Processing System**

The Vendor shall provide a fully integrated 'Point of Sale' Payment Processing System which will allow City cashier to accept payments and to process payment adjustments in an on-line, "real-time" environment.

Upon receipt of payments by City for tickets on licenses or registrations that are in "non-renewal" status with Massachusetts Registry of Motor Vehicle (RMV) the Vendor should provide the City of Newton with the functionality to electronically release in real time RMV marks that originated due to non-payment.

The payment system must accommodate payment in cash and by personal check, money order, credit card and debit card and must notate the payment record and Master Violations File of the method of payment and location of payment.

The cashiering system must accommodate the following features:

a) on-line, real time payment acceptance for:

- whole ticket payments and partial ticket payments
- multiple whole and multiple partial ticket payments
- whole registration payments
- multiple whole registration payments
- partial and whole fee payments (e.g. tow fees, bad check fees)
- split payments - with 2 methods of payments allowed for 1 transaction.

b) On-line, real-time adjustments to payment information to correct cashier errors.

c) The on-line, real time posting of all cashier transactions to the Master Violations File and subsystems (e.g., System, Claims Processing System, etc.) with all journaling and summary totals centralized instead of being housed on the local pc and with the cashiers also having the ability to migrate from pc to pc in the event of a pc failure, without suffering an interruption to their daily processing or totaling.

d) Ticket level and plate level automatic on-line, real-time calculation of the remaining amount due or amount of overpayment, in the event of partial or overpayment.

e) The automatic endorsement of checks and money orders and the imprinting of registration state and registration number, ticket number, fee and fee type, date and amount paid on the check or money order with the ability to re-print the endorsement data if desired or needed.

f) The generation of a payment receipt showing: payment date, payment time, method of payment, registration state, registration number, ticket number, amount due on each ticket, amount paid on each ticket, boot fee paid, tow fee paid, storage fee paid, bad check fee paid, total ticket amount due, total penalty amount due, total fees due, total amount paid, and change returned to customer with the ability to re-print the receipt if desired or needed.

g) Creation of a backup transaction record for each ticket or other transaction, printable on command, containing all data captured on each on-line transaction.

h) Acceptance of off-line payments at all cashiering locations and update of this data to the Master Violations File in a batch mode within 24 hours along with the production of a journal record containing all data captured on each off-line transaction.

The on-line payment system shall generate a daily payment activity report to facilitate and properly control cashier closing procedures at the end of each cashier shift. This detailed report shall include for each cashier / cashier I.D:

- registration state and number;
- a notation to indicate that the transaction was processed via the on-line system
- violation number;
- transaction type;
- payment method (i.e. cash, check, money order, credit card, debit card);
- dollar amount paid;
- time of the payment;
- status of the ticket.

A summary report must also provide summary data for each cashier / cashier I.D. and summary data for all transactions for each day. It should reflect a matrix in which all payment methods consisting of these below:

- cash
- check
- money order
- credit card
- debit card
- other methods

are cross referenced and summarized for all transaction types consisting of these:

- violations (tickets)
- penalties
- boot fees
- storage fees
- bad check fees
- permits

Audit control facilities must also be included, such as: balancing of computer-produced cashiering report to the transaction logs maintained by the centralized cashiering function, password sign-on by operator, end-of-day totals by cashier, segregation of cash, check, money order, credit card and debit card receipts and totals.

There should also be a supervisory function so that operator's with supervisory-level access can manage the centralized cashiering function for all cashiers from the supervisor's own desktop pc and view each cashier's individual transactions for the day and close the active cashiering session at the end-of-the-day if desired or necessary.

### **Skeletal Payments and Dispositions**

All payment amounts and other dispositions which cannot be applied to a violation number contained in the Master Violations File because the database is temporarily void of the violation record shall be retained in that file as a Skeletal Payment or Disposition Transaction. Skeletal transaction capability is required in order to accommodate the processing of violation transactions when the violation(s) in question has not yet been updated to the system. The Vendor shall provide the capability to create an on-line, real time skeletal record containing, at a minimum, violation number and payment disposition date. The skeletal transaction shall be matched against and applied to new violation records created on the Master Violations File.

### **Vendor Responsibility in the Event of Down Time**

The Vendor must update the Master Violations File with all payments received during the hours of 8:00 A.M. through 8:00 P.M. by the City of Newton employees. The Vendor shall be responsible for providing all the required controls, reports, procedures and documentation required to ensure that all payments processed by the Vendor can be reconciled with payments processed and monies received by City cashiers.

### **Pay-By-Web Application**

The Vendor will provide a Pay-By-Web operation including software, support and maintenance capable of handling, at a minimum, credit card payments.

The pay-by-web application must allow customers to make payments for outstanding tickets via credit card 24 hour, 7 day a week basis. The Vendor will be required to provide access to the Pay-By-Web application via the City of Newton's website ([www.newtonma.gov](http://www.newtonma.gov)). The Web interface must be consistent with the overall design of the City of Newton web site.

Pay-by-web features must include:

- the option to pay a single ticket by entering the ticket number, or plate #
- the option to pay multiple tickets appearing on a notice by entering the notice number, and
- the option to pay the total amount due on a registration with either the ticket number or notice number.

A caller whose vehicle is in a "tow and hold" status and/or whose license or registration is 'non-renewed' at the Registry of Motor Vehicles (with Mark) must be able to pay outstanding tickets via the pay-by-web application. The payor must be so notified of the RMV Mark when making a payment. And for "non-renewed" marks, the Pay-By-Web application must provide instructions to the payor to contact the City for electronic RMV release. For "tow and hold" status customers, they should be provided instructions to come to City Hall for paper release on the RMV mark.

Upon receipt of payments by City for tickets on licenses or registrations that are in "non-renewal" status with Massachusetts Registry of Motor Vehicle (RMV) the Vendor should provide the City of Newton with the functionality to electronically release in real time RMV marks that originated due to non-payment.

Credit Card Processing Requirements for Pay-by-Web Application is as follows:

All credit card payments made by web will be transfers via the merchant bank or clearinghouse to the designated City of Newton bank account. The vendor is responsible for insuring real-time authorizations of all credit card payments. Daily audit and reconciliation reports must be provided. All payments must be updated on-line real-time to the database and a daily balance report provided to the City sorted by Merchant ID. There should be one deposit per day per Merchant ID, made to the designated City of Newton bank which reconciles to the daily balance report and the City of Newton bank statements. Upon notification from the City that the reconciliation has a problem or failed, the vendor will provide support and resolve the problem within the same day it is reported.

The Vendor is responsible for providing the highest level of security for Credit Card holders who are using the Pay-by-Web application and its credit card processor must be compliant with the Payment Card Industry (PCI) Data Security Standard and have evidence of a successful quarterly scan report from a certified scanning vendor for the most recent quarter as well as a compliant annual self-assessment questionnaire

### **Pay by Mail Application**

The Vendor will provide a Pay-by-Mail option whereby the payments are posted and deposited into the City bank account each day. Daily audit and reconciliation reports must be provided. Upon notification from the City that the reconciliation has a problem or failed, the vendor will provide support and resolve the problem within 24 hours of the day it is reported.

## **OTHER VIOLATION DISPOSITIONS**

### **Generally**

The Contractor shall provide the capability for on-line real time and batch processing of disposition requests and disputed violation claims against the Master Violations File. The City may communicate such dispositions through paper forms or electronic data transfer.

Within two (2) working days of the receipt by the Contractor of such dispositions, the first working day of which includes the date of such receipt, they shall be reflected on the Master Violations File. The processing of such dispositions requires that the Contractor provide the capability to:

- a. Temporarily or permanently discontinue noticing of disputed violations;
- b. Hold late penalties temporarily in abeyance;
- c. Temporarily back-out penalties pending reactivation;
- d. Record dismissals of late penalties due on outstanding violations;
- e. Delete disputed ticket(s) from seizure (tow list) eligibility determinations;

- f. Add any penalties to unpaid tickets that are authorized by law;
- g. Adjust violation information according to the City's written instructions;
- h. Adjust refund amounts;
- i. Generate detailed reports of dispositions recorded against the Master Violations File;
- j. Reassign names and addresses to outstanding violations to reflect changes in name and/or address; and
- k. 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 and these audit trails must permit a reconciliation of all transactions against their source documents. This information must be available on-line for inquiry purposes. (Date, schedule, how long on-line?) The Contractor may be required to produce additional accounting and control reports which will be filed on a cost and materials basis.

### **Delivery of Correspondence**

Incoming correspondence without payments together with a coversheet shall be batched and forwarded to the Office of Parking Clerk reflecting number of enclosed items, and the date of retrieval from the post office. The date of delivery to the Office of the Parking Clerk shall be no later than three (3) working days following the date of retrieval.

### **Controls and Reports**

The Contractor shall establish proper controls over the processing of dispositions to ensure that they are approved by authorized persons only. The Contractor must also maintain proper records of all dispositions processed by type, date, and source, and shall furnish such records to the City upon request.

The Contractor shall deliver to the City a daily report of all dispositions processed which shall contain cumulative processing totals for the current week, month, and fiscal year.

## **ON-LINE CORRESPONDENCE**

### **Generally**

The on-line system provided by the contractor shall have the capability to process the disposition requests and dispute ticket claims against the Master Violations File, including the following:

- a. notate the type of correspondence;
- b. suspend violation activity where applicable;
- c. add registrant name and address on-line when necessary;
- d. assess tow eligibility;

### **Automated Correspondence**

The City shall provide specifications to the Contractor as to the form and content of up to ten (10) form letters. The Contractor will generate and mail such form letters to registrants upon request by the City, no more frequently than twice each week. That Contractor 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 over-ride the file where an updated name and/or address have been obtained in connection with the appeal.

### **Notices**

The Contractor shall provide an integrated dunning notice system that will involve two separate and distinct noticing program or elements: one for Massachusetts registrations and the other for out-of-state registrations. For any registration with eligible outstanding tickets the contractor will be required to generate and print notices for individual tickets, and groups of tickets in the same status.



## **Noticing Sequence**

The City shall provide specifications to the Contractor as to the form, content, sequence and timing of all notices that are mailed to violators having outstanding violations. The Contractor shall implement a noticing system provided in such specifications within thirty (30) days of their receipt. The number of notices that the Contractor will be required to send with respect to a single ticket shall not exceed two (2). Furthermore, the Contractor must have the capability to sort notices by zip codes and to include nine digit zip codes in order to qualify for postage discounts.

## **Noticing Form Modifications**

The City retains the right to modify the form, content, sequence and timing of notices that are mailed to violators, provided that the contractor is given detailed specifications. The notice system provided by the Contractor 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.

## **Noticing Records**

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

The Contractor shall maintain proper documentation of all noticing activity undertaken, and shall, each-week, provide to the City, a notice log containing, but not limited to, the following information: type of notice, mail date of notice, date 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.

## **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 Contractor shall provide and execute the capability to notate the database of this information. Such notation shall be displayed on-line. In addition, upon notation of the database the Contractor shall provide the capability to exclude certain notice types from being generated for the notated record. The City will provide the Contractor 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 Contractor shall resume noticing of previously excluded notices. The Contractor shall take all steps necessary to insure that such renewed noticing is resumed within one week of the receipt of any such new updated address.

## **TOW PROGRAM**

The Contractor shall provide an integrated on-line tow system which automatically determines those vehicle registrations that are eligible for seizure in accordance with eligibility specifications provided by the City. Payments received by the Office of the Treasury Parking Clerk shall be **immediately** reflected in this system. This information will be utilized by the City enforcement personnel to identify vehicles for towing. A list shall be available in alphabetical/numerical order format by state and shall contain, at a minimum, summary license plate volume and dollar amount information by the state. The City reserves the right to alter the format of the Seizure List.

The Contractor shall provide a seizure sub-system or element to include the additional capacity of both recording and providing on-line input and access to information relative to the seizure of vehicles, including, but not limited to, the following information: the date and time of seizure authorization; the date and time of the seizure; the location and make of the seized vehicle; the number of outstanding tickets and the amount owed on the seized vehicle, the date and time of release; the release authorization number; a reason code for releases; the amount paid on a released vehicle, the date of auction by tow company and the amount of money for which the vehicle was sold; and the ID number of the officer performing the seizure, release and/or tow. The system, including the storage fee element, must also have correction capability for use by authorized individuals. The system must be able to provide a complete inventory of towed vehicles and categorize the vehicles as seizure tows or abandoned vehicle tows.

In addition, the Contractor shall provide a Management Information System (MIS) reporting package containing information on the tow system. Such reporting package must include, but not be limited to, vehicles towed, released and auctioned; inventory of vehicles in the lot by registration number; aged tow report for prioritizing of towing; activity by ID number; activity by tow number; authorized tows never affected; daily inquiry report; and corrections report. The format of said MIS reports must be acceptable to the City and the City reserves the right to modify the reporting package.

## ON-LINE FILE ACCESS

### **Generally**

The Contractor shall provide on-line access for all systems and system elements defined and specified in the Detailed Scope of Services. On-line access must provide detailed and comprehensive information to support all elements of the City's collection and adjudication efforts. In addition, on-line access must be operationally convenient, user friendly and must accommodate access configurations based upon user and terminal. The on-line system shall be available for use 24 hours a day, 7 days a week.

The on-line inquiry system provided by the Contractor shall be accessible by state plate and violation number, license number and name when supplied by the Massachusetts and out-of-state Registry of Motor Vehicles. The system must provide proper controls to identify different vehicle owners that have the same name. In addition, the Contractor shall continue to provide on-Line access to those violations that have been paid or dismissed for a period of two years after payment or dismissal, and all tickets not required herein to be maintained on-line must be reproduced in a machine readable form as specified.

### **On -Line Response Time/Repair**

The response time for all on-line systems shall on the average be less than three seconds. The Contractor shall maintain an aggregate on-line system uptime of not less than 95% of available utilization time, and the on-line system update of not less than 90% of available utilization time of any given working day. The Contractor shall also notify the City of any foreseeable or anticipated downtime at least one hour before such downtime is to occur. The Contractor shall respond reasonably to reported equipment or software failure within one day of such reported failure.

### **File Archives**

Not less than two years from the date of payment in full or other final disposition of a parking violation, the Contractor may archive with the exception of skeletal or overpaid records, such violations from the Master Violation File for the purpose of creating additional file storage capacity. The Contractor shall, however, retain all information described in the preceding paragraphs on CD in ASCII format for auditing and reporting purposes for the term of the contract and shall provide the City with one (1) copy in cumulative form of such archive violation information organized by vehicle registration number and ticket number. The Contractor must be able to restore such archive violation information to the Master Violations File at the City's direction. Upon the archiving of violations, the Contractor shall notate the affected files with an Archive indicator to be displayed through on-line inquiry access.

## REQUEST FOR VEHICLE OWNER INFORMATION

The Contractor will request, at a minimum, on a weekly basis, vehicle owner information from the Massachusetts Registry of Motor Vehicles. The Contractor will also be required to request, at a minimum, on monthly basis vehicle owner information from Motor Vehicle Registries outside of Massachusetts as needed for the purpose of address file maintenance.. It is of critical importance that the Contractor successfully match the registered vehicle owner information with ticket and license plate information on the database. The matching process will provide for the accurate and effective manipulation and/or interpretation of available data. For Example, name and-address information provided by motor vehicle agencies is dynamic and is not necessarily consistent. When tickets are issued to a specific registry during more than one registration period of the same license plate and registration data varies even slightly between these periods then the undesirable creation of separate registration files may occur. To address this reality, the Contractor must provide automated, point-of-update logic to prevent a license plate from incorrectly separating (splitting) into more than one record. The Contractor must also provide the capability to correct records that were "split" because the level of variability in name and address information would require human judgment to resolve. The on-line correction of split registration records would, by necessity, be driven by a weekly, Contractor provided Split plate report in state plate order.

## MULTIPLE OWNER, LICENSE PLATE TYPE AND COLOR REQUIREMENTS

## Generally

The system must have the capability to segregate the ticket(s) of the license plate owner and report through the online system the fact that the license plate number has been issued to more than one registrar at different periods of time. This system must show the plate issue date of each registrant.

The system must have the capability to distinguish between license plate numbers that have identical configurations but that are distinct entities because they are different license plate types, e.g., passenger plate 123456 and commercial, or trailer type. This would also include special plate, e.g., Red Sox. (The number of plate types required to be distinguished could substantially increase if the Massachusetts RMV were to alter its registrant information procedures.)

The System must also be able to distinguish between license plates according to the color (either green or red) of the plate characters. Plate color capture and utilization is required whether plate numbers are unique configurations or are identical differently colored plates.

### **Re-request of Vehicle owner information**

The Contractor shall provide a system for re-requesting vehicle owner information from both in-state and out-of-state motor vehicle licensing agencies for: a) tickets that fail violator noticing edit criteria such as vehicle make match or license plate issue date match: and b) tickets assigned to plates that the MA RMV could not provide registrar data on the initial request. For any single violation, the City would typically require two distinct re-requests of vehicle owner information. Re-requests must be conducted, at a minimum, on a monthly basis for violations issued to MA license plates and on registrations.

## **LICENSE AND REGISTRATION NON-RENEWAL**

### Generally

The Contractor 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 week to the RMV subsequent disposition of tickets by payment or otherwise. The Contractor must provide a report, in alphabetical-by-registrant-name format, identifying all registrants that have been marked for license or registration on-renewal. The Contractor 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 \$20, twenty dollars) must be assessed to each affected violation in accordance with state law. Registrants affected by non-renewal actions must be so notified through the Noticing Program and informed of the revised dollar amount due. The Contractor 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.

The Contractor shall generate and refer 'Clear Input Records' to the Massachusetts RMV so as to allow the RMV to match user transaction input to the correct records on the RMV database for the purpose of clearing records in real time that have been marked for non-renewal that must be cleared from non-renewal status due to the disposition of tickets, by payment or otherwise.

The Contractor shall subsequently retrieve and process returned 'Clear Response Records' from the RMV.

This interface with the RMV must be in accordance with RMV specifications for large volume non-renewal transactions.

### **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 RMV has often issued "new" plates for "old" plates. As part of the new Massachusetts plate configuration incorporating plate types (e.g. passenger, commercial, etc.) all commercial plates were reissued on January 1, 1988. A replacement of all passenger plates has been scheduled by the RMV. 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 Contractor 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, online basis. When a vehicle is entered into the on-line system the retired license plate number(s) as well as the current number(s) must be presented. The noticing program must consolidate/accommodate the Swap information and notice all outstanding tickets whether they were Issued to an old or current plate.

### **LEASE/RENTAL VEHICLE SYSTEM**

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 Contractor must generate and send the initial dunning notice to the registrant. Upon receipt of the vehicle operator information the Contractor 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 on-line viewing.

### **EQUIPMENT SUPPLIES AND MATERIALS**

The Contractor shall provide the City with the following equipment and shall bear the cost of purchasing and/or leasing, maintaining, and servicing such equipment. The Contractor shall contract with its equipment and supplies contractors to obtain service agreements requiring such contractors and suppliers to respond within 2 hours of a reported equipment failure.

Three (3) computerized terminals to be located in City office(s) as determined by the City with (2) having real-time online cashiering, query, receipting and disposition processing capabilities and one (1) with real-time online query. Both cashiering terminals must be fully configured, one to be used as a "hot-spare" back-up cashier terminal with all peripherals including receipt printer, hand-held bar-code reader, mouse, keyboard, and monitor.

- 1 Three (3) printers: one for each computer terminal
- 2 All lines, modems and other telecommunications devices required to operate the terminals.
- 3 The Contractor shall be responsible for supplying violations, notices, and sufficient paper for the terminals and full page printers.
- 4 The Contractor shall provide parking violation tickets and Handheld supplies in sufficient quantities to insure the availability of tickets for this purpose described herein. A sample of the City's current violation ticket is attached hereto as ATTACHMENT A. The tickets provided by the Contractor must be substantially identical to the attached sample.
- 5 The Contractor shall also provide parking tickets (paper and handheld), processing forms, noticing forms and envelopes. The number of tickets, processing forms, notices and envelopes will be determined by the City at the time of the Contractor's purchase request.

### **MANAGEMENT REPORTING REQUIREMENTS**

The Contractor shall carry out all computer programming that is necessary to generate the reports as detailed in this Section. The Contractor shall deliver to the City all such reports within two working days of their specified computer run dates. Manual logs of receipts should be balanced daily with computer reports of receipts processed and bank deposits. A separate statement should be prepared and reconciled monthly showing daily reconciliation. Bank account deposits must be reconciled to the monthly statement.

Contractor shall provide the management reports described in the Contract Documents in a timely manner. Upon the request of the City, Contractor shall provide the City with additional management reports and with advice on the enforcement of parking restrictions including without limitation the receipt of payments at the Office of the Parking Clerk. The Contractor must also provide, at request of the City, real-time report writing capability which allows for ad hoc reporting that accurately captures updates in ticket issuance, changes to current tickets, and ticket values or other PVPCS program delivery due to updates or changes to City ordinances.

All reports whether they be required on a weekly or monthly basis shall have corresponding beginning and ending dates to the greatest extent possible. As a minimum the Contractor shall generate and deliver, reports as specified in the following list:

1. Daily On-Line Cashiering Report listing all window payments and adjustments by ticket number, amount, method of payment cashier, date, and plate number. (Deliver to office of Treasury Parking Clerk)
2. Daily on-Line Dispositions Report listing all dispositions by code number, ticket number, amount, hearing officer, terminal operator. (Deliver to Office of Treasury Parking Clerk)
3. Monthly Noticing Activity Report showing by plate number the noticing activity with mail date, ticket number, name, address and amount due. (Deliver to Office of Treasury Parking Clerk).
4. Weekly RMV Make Match Failure Report showing by ticket number the ticket that failed to match up with RMV file information. (Deliver to Office of Treasury Parking Clerk)
5. Monthly Activity Summary Report showing for the current period and fiscal year to date issuance (number and amount due), partial. payments (number and amounts), full payments (number and amount), dispositions (number and amount), all by location of issue, location of payment, and by notice. (Deliver to Office of Parking Clerk)
6. Monthly "Hot Sheet" showing all plates with at least 5 unpaid tickets each of which must have been noticed at least once. The list must also include plate, color, make, location, time and the total amount owed. (Deliver one copy each to Office of Parking Clerk and Police Station)
7. Weekly Scheduled Hearing Report showing all tickets scheduled for hearing with ticket number and amount, date issued, hearing date and time, state plate, name and address of owner. (Deliver to Office of Parking Clerk)
8. Monthly New Tickets Report showing the ticket number, issued date, fine amount, and state/plate, of new tickets entered into the violations Master File. (Deliver to Office of the Parking Clerk)
9. Monthly Voided Ticket Report listing voided numbers within books of tickets issued to date. (Deliver to Office of the Parking Clerk)
10. Monthly Missing Ticket Report listing missing numbers within books of tickets issued to date (Deliver to Office of the Parking Clerk)
11. Monthly Payments Collected Report showing post office and window 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.
12. Monthly 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 total for each state and grand totals. (Deliver to Office of the Parking Clerk)
13. Monthly Tow Report showing by state/plate all plates with five or more unpaid tickets including ticket numbers, issue dates, location, time make, color, fine penalty, reduction, paid and due amounts, together with the owner's name and address. (Deliver one copy each to Office of Parking Clerk and Police Station)
14. Monthly State/Plate Cross Reference Report showing the payment status of each ticket by plate number, date of issue, payment date, and RMV identification number for plates that meet non-renewal requirements and by ticket number. (Deliver to Office of Parking Clerk)
15. Monthly Year to Date Payment Stages Report showing by month of issue and year to date at what stage tickets from each month are paid. Stages include 1) without penalty; 2) with first penalty; 3) with second penalty; 4) at the non-renewal state. The report should include amount and percent for each category. (Deliver to Office of Parking Clerk)
16. Monthly RMV Mark Report showing by ticket number the total ticket marked for non-renewal at the Registry of Motor Vehicles. (Deliver to Office of Parking Clerk)
17. Monthly Issuance by Location Report showing ticket number, times of issue, violation code and date of issue. (Deliver to Police Station)
18. Monthly 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. Deliver to Office of Parking Clerk)
19. Annual Cost Analysis summarizing number of tickets issued, out of state transactions, notice sent, all on a month by month breakdown and showing total cost per ticket. (Deliver to Office of Parking Clerk)

20. Monthly Breakdown Violations issued broken down by violation code, and payments collected and accounts receivable. (Deliver to Office of the Parking Clerk)

21. Monthly Accounts Receivable Reports Delivered to the Parking Clerk

### **Management Information System**

The Vendor must provide a wide ranging set of integrated reports covering:

- Issuance;
- Noticing;
- Financial Transactions;
- Operational;
- Enforcement Management
- Accounting;
- Management Control for the administration of the PVPCS

These reports are critical to the successful operation and management of the City's Parking Services and Parking Enforcement programs. Therefore, the reports required under this scope of services must be available to City staff in final form and operation on the date the vendor assumes responsibility for the City's PVPMISS. The City will compare the data in all reports to the data in the same report from its current vendor. The conversion to a new vendor will not be deemed complete until the City determines that any variances are explained to its satisfaction. All reports must include data regarding all tickets and permits contained in the City's database regardless of the date of issue. All ad hoc reports must at a minimum include all query options currently available to City staff. All Parking Control Officer Activity Reports must be in the same format as the reports currently used by City staff. All other reports must be as close as possible to the formats currently used by City staff and must contain the same data elements.

All reports must be available for on-line viewing. All reporting systems must work on any computer with internet access without any software needing to be installed on the computer aside from a web browser and must be independent of the vendor's parking ticket/permit database so that users who do not have access to the database can access all reports. The Vendor will deliver hard copies of all reports requested by the City within one workday of their run dates.

Several types of reporting systems are required:

1. Pre-programmed routine reports that provide specific information on a recurring schedule.
2. An ad hoc reporting system allowing the City to run reports after selecting criteria to create specific, customized queries.
3. Business Objects or an equivalent business intelligence reporting system that provides the ability to select previously created and saved reports, change parameters and then re-run the report. The system must also allow the City to create its own reports using common business terminology without the need for specialized computer programming knowledge. The system must permit drilling down, slicing and dicing (dragging icons and objects to arrange data for charts and reports), ranking and filtering (reports that illustrate selected data and hide other data without re-running reports), and creating charts and graphs, etc. Users must be able to save reports to their own files or shared files and to send reports via email to others when they are run on a scheduled basis.
4. Digital dashboard reports that provide a snapshot of trends and performance through the use of visual presentations of specific data. Dashboard reports must include the ability to drill down to lower level data.
5. A GIS (Geographical Information System) system that links parking violation and related data information in the Vendor's database with City of Newton maps. The GIS system must be linked to a data viewer which provides the ability to create ad hoc queries about a variety of parking violation related data and to show the answers to these queries on maps produced via GIS. In addition, using GPS real-time data transmitted to the handheld ticket writing machines, the vendor must provide maps which show the handhelds' locations on a continuous basis whether or not a ticket has been issued. These maps must also show the location at which tickets have been issued.
6. A list and brief description of reports is included as an appendix to this scope of services. Please note that this is not a comprehensive list of required reports, rather the reports in the appendix include those most used by the City or most important to the City's operations.

Bidders must provide a list of all pre-programmed and ad hoc reports currently available in their system and the first 1 – 3 pages of the 30 reports most relevant to the City's PVPCS program.

## **TRANSITION/CONVERSION FROM CURRENT SYSTEM**

In the event of the selection of a Contractor other than the current Contractor, the new Contractor must initiate operations to obtain and convert parking ticket files for the City upon award of the contract. This conversion must be completed and tested, and the system of any accepted Contractor must be fully operational no later than 7/1/2023.

As part of the contract to issue hereunder, the successful bidder will be required to provide all described services, as required, for all violations which are in the various stages of processing by the City's current vendor, Conduent State & Local Solutions, Inc.

The current contract will expire on 6/30/2023. In accordance with the existing contract, the current Contractor will deliver to the City the following materials: (1) CD in ASCII format, with a file description of all the City of Newton's parking data; (2) all the source documents and records in the Contractor's possession, including all tickets issued by the City, all notice registers, all manual notice registers, all manual notice records and all notices sent by Contractor; (3) the assignment of Contractor's rights and interest to the post office box. All such CD in ASCII formats and materials will be provided to the successful bidder.

Bidders should note that the pricing schedule which is provided for this bid does not allow for separate pricing for the services for these transitional services. Accordingly, bidders must include their costs for transitional services within the prices on their Proposal i.e. Proposer should "build-in" their costs for additional services.

## **RETURN OF MATERIALS**

On the expiration date or termination date of the contract, the Contractor shall deliver to the City the following materials; (1) CD in ASCII format with a file description of all the City of Newton's parking data; (2) all the source documents and records in the Contractor's possession, including all tickets issued by the City, all notice registers, all manual notice records and all notices sent by current contractor; (3) the assignment of Contractor's rights and interest to the post office box.

In addition, throughout the term of the contract, the contractor shall provide a CD in ASCII format containing a current copy of the Master Violation File to the City once each quarter.

## **ABANDONED VEHICLES**

The City of Newton has accepted the provisions of M.G.L. c. 90, §22B, subsections (b) through (k) inclusive.

The City currently handles abandonment of motor vehicles by an internal system. Upon the commencement of the contract hereunder, the City intends to continue to track complaints and disposal by an internal system but its Contractor will handle the various steps once a vehicle has been disposed. The City will require its Contractor to do the following:

- a. Post the record of record to an on-line system. The system must use the abandoned vehicle number; the Vehicle Identification Number (VIN) and plate number.
- b. Post fines and fees, taking into consideration the multiple fine violation authorized when applicable.
- c. 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.
- d. Record payment and disposition of fines and fees.
- e. Allow for non-renewal "mark and clear" processing when the Massachusetts Registry of Motor Vehicles expands its system to perform this function

## **FILE PURGE**

The City may request that certain records (of violations or violators) be purged from the violations master file. The Contractor must forthwith purge said records from the operating file while retaining all purged information on CD in ASCII format (or other storage medium request by the Parking Clerk) for possible future reference or use, as the City deems appropriate including provisions of a microfiche reader and microfiche files to be updated at least semi-annually

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## HAND HELD TICKET WRITING DEVICES (HHDs)

### **Introduction, Background and Programmatic Orientation**

The proper issuance of a parking ticket with all data fields accurately recorded is a “mission critical” function relative to the Parking Violation System efforts to achieve the City’s traffic and parking objectives. The combination of a clear and accurate parking violation and a comprehensive and efficient Parking Violation System enables the City to utilize the issuance of a parking ticket efficiently and effectively as a meaningful deterrent to illegal parking upon which other critical traffic and parking activities are totally dependent.

It is important for vendors to understand the City’s perspective on the need for a proven, turnkey HHD system. A major factor relates to the parking ticket issuance process, particularly the various issues and factors impacting the workforce. Some of these issues relate to the nature of the workforce while other issues involve operational aspects such as the requirement that the work be performed in the field. The work assignment that will involve the deployment of HHD’s represents a difficult setting in regard to the conditions and situations as well as the nature of the duties and responsibilities associated with the performance of the parking enforcement function.

Obviously, since 100% of ticket writing is in the field, environmental conditions greatly impact the assignment and performance of the officers and the HHD’s. Additionally, it should be recognized that the ticket writer is basically working independently in the field. Essentially, the parking ticket issuance aspect of a Parking Violation/Parking Management Information Service System (PVPMISS) is the most challenging and vulnerable component least able to deal with the potential downside problems and risks related to a problematic implementation phase of a new way of performing a critical assignment.

The selected vendor must provide a new handheld within 30 days of the start of the contract and manage the existing handheld and accommodate this unit and all its current operating and processing capabilities until a new handheld is implemented. The handheld units must provide “real time updating”, have wireless capability and will allow for the HHD to store parking meter payment information on an ongoing basis as affected by customer payments/non-payments.

### **The Registrant Acquisition Systems and Process Adds to the Complexity and Potential for Problems**

Another major component that is critically linked to the ticket-writing activity as described above are the registrant acquisition systems and processes. There are different computer applications that need to correctly process and exchange ticket-face data for registrant data. These data exchanges, particularly ones with out-of-state Motor Vehicle Departments, are pre-destined for potential problems just due to the fact of the unique plate features, characters and interpretative requirements. Thus, problems with ticket writing can clearly create the registrant data acquisition errors that result in the wrong person being billed, no person being billed, incorrect data appearing on a bill or a record, missing data on a bill or record, etc. Therefore, inaccurate data capture must be avoided. Incorrect data has very negative operational, cost, image and integrity consequences for the City. The issues of ticket writing and registrant identification just represent a portion of challenges that create a complex and often difficult impact on customer and adjudication services.

### **Indication of Impact**

To place the ticket writing issue and challenge itself into some context, just a 3% data error rate on 90,000 tickets could produce 2,700 legitimate customer disputes directed at the City. At the simplest to understand level, incorrect information from the ticket leads to misidentification and mis-billings, and subsequently to a complaint, often negative and sometime confrontational customer service and adjudication interaction, dismissal of the ticket, lost revenue, and a lost opportunity to deter illegal parking. This also causes the City to incur costs associated with ticket processing and maintenance for essentially “uncollectible” tickets. It should be recognized that this just represents some of the costs and negative impacts related to the quality of ticket issuance.

### **Other reasons why the City desires a successful turnkey HHD system**

#### **1) Data Integrity/Reduction in Customer Complaints**

As noted earlier in this report, on an annual basis, a certain percentage of all violations issued by Parking Enforcement Officers contain missing, illegible, invalid or wrong information. Since the HHD’s print a clear digit, accurately record date and time, do not require data entry and could be programmed to prompt all fields of required information, not only would the number of account receivable tickets increase, but also the number of violator disputes associated with questionable data would decrease. The devices will hopefully reduce the number of tickets assigned to the wrong registrant due to ticket writing and ticket data deciphering problems.

## 2) Access to Databases/Reduction in Customer Complaints

In addition to issues with accuracy and interpretation of data, tickets have been disputed in cases where a customer is issued a parking ticket for a Resident Parking Violation and they have a Resident Parking Permit reflected in the database, in addition there have been complaints of violations being issued to those with Senior Parking permits. HHD's can store databases and access them to verify if a vehicle has a permit. If a vehicle has a permit, we can avoid issuing a ticket, receiving a complaint and then dismissing the ticket.

## 3) Towing of Additional Vehicles

Each of the HHD's can have the capability to contain a list of the current tow eligible population of violators (tow lists), and a ticket writer would radio the Traffic Bureau if a plate number on the tow list was recorded. The "hits" would then be verified by the Traffic Bureau to ensure that the tickets have not been paid since the production of the most current tow list.

Since Parking Control Officers would be in effect acting as "passive spotters" of tow eligible vehicles (along with present Traffic bureau personnel), an increase in towing activity may result. The amount of increased towing is to an extent subject to logistics and resource allocation issues.

## 4) Meter, Signs, Signal and Field Service Applications

Hand held devices could be utilized for a variety of field service applications including meter, sign and signal inventory and repair calls. Hand held devices could be programmed to record data that can then be updated to the Meter Management System, the Sign Management System or another database indicating outage and repair data. Management and operational reports can then be generated detailing a wide range of information.

It is expected that hand held devices used for field service applications require radio frequency capability.

## City's Orientation and Key Objectives for HHD's

The City in a similar manner to other major cities in this and other countries requires and mandates that the HHD's be ruggedized, fully tested, debugged, proven in major 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 large 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. Additionally, for labor force and various operational reasons including, but not limited to, weather and clothing, the city recommends a combined one (1) piece design for the issuing device and the printing device. The selected vendor will also be required to have a well-established, reputation that can be substantiated and documented as a subject-matter experienced vendor in providing proven HHD's for on-street parking solutions with extensive and specialized experience, knowledge, abilities and skills for parking ticket issuance enforcement and parking management applications in large urban environments. Moreover, the selection of a vendor will also be subject to the vendor's ability to substantiate and document its capabilities to provide a reliable and ready to use, at the start of the contract, turnkey HHD system (with proven products, systems and services). Additionally, as part of the RFP submission, the vendor must clearly demonstrate and substantiate its hardware, software, existing specifications, and related equipment and service ability and capabilities to avoid a development process during the initial deployment of the HHD. The City, other than providing prior to the start of the contract routine information such as violation codes, penalty amounts, and meter numbers, is not responsible for providing functional specifications and user requirements.

First and foremost, the City is responsible for the enforcement of parking regulations and customer service, adjudication and collection of parking tickets. Therefore, again, **our primary focus is on our foot-patrol labor force**, and the issue is on the complete HHD operation and systems that are most suitable and appropriate for our ticket writers, our customers and our customer service and adjudication staff. We have a diverse field workforce that are not computer technicians, and therefore, the HHD's must be designed and oriented towards that labor force. The City requires and mandates HHD's that users will find user friendly and will not cause user frustration, down-time, problematic debugging, testing, etc. Our ticket writers need tried, true, tested, proven and complete HHD system and operation. Additionally, the City cannot and will not suffer loss of ticket issuance (and the resulting loss of revenue), "turn-off" of users while they test, debug, and revise software and hardware issues, and maybe just as importantly, we do not want to add to our customer service problems by providing poor quality or erroneous tickets to our customers that produce more complaints and stress for our customer service and adjudication staff.

## **Vendor Provision of HHD's**

The Vendor shall be responsible for providing, implementing and supporting portable data terminals, with printers (HHD's), 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 supplementing or replacing the current process of issuing hand written parking tickets. The ten (10) City of Newton Parking Control Officers that will be assigned devices issue approximately 80% of the tickets issued in Newton. The City's objective for automating the ticket issuance process is to enhance the quality of the parking tickets issued by Parking Enforcement Officers and to improve the efficiency of effectiveness of the enforcement capabilities. The City may require HHD's in the future to be capable of incorporating various technologies such as wireless (radio frequency) transmission to the Vendor's host computer for selected parking ticket data and scanning of vehicle information from inspection or other stickers. 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 transmission interruptions should the City utilize this communication option.

The Vendor shall identify in detail how it will support this specific 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 entered into pursuant to this IFB. HHD support personnel shall have current industry certifications and appropriate experience to fully support all networking, hardware and software platforms utilized. Handheld support personnel shall be responsible for coordinating system modifications with City staff (as well as any paper and/or envelope suppliers utilized by the City) and contractor technical personnel, troubleshooting problems including hardware and application problems, and training City staff. The Vendor shall be responsible for ensuring accurate, automated payment process of HHD issued parking tickets via the Vendor's Lockbox processing facility and equipment. The Vendor shall provide the City with an implementation plan to ensure a smooth transition from the current vendor and equipment used.

## **Equipment Requirements and Pricing**

The Vendor shall be responsible for providing fourteen (14) HHD's with all required hardware, software and other equipment and services to support ticket issuance by the Newton Parking Enforcement Officers. Additional HHD's and related equipment will only be added after the City, at its sole discretion, determines that the HHD system is operating in a successful manner. 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 manual written ticket plus a separate cost for data entry and microfilm per ticket. Other microfilm cost (storage of old microfilm) should be listed separately under an item marked microfilm price for old tickets. The City urges Vendors to refrain from setting price variances between manual and HHD produced tickets for any inappropriate reasons. The City will examine and request clarification and explanation of the pricing difference at its discretion. The HHD per ticket price will be reflected for a minimum of 2 and a maximum of 3 different HHD's to be offered as options for the City. The City will review the HHD options as part of its evaluation. Vendors should be aware that they will be liable to substantiate the price differences and should not be inclined to structure the prices for a particular HHD that it prefers.

At current deployment levels this would require approximately 10 devices in good working order on any workday. However, this number may increase as a result of hiring new parking enforcement officers, new deployment plans, or the development of new applications. The Vendor shall also provide a minimum of 4 back up devices of the above number of HHD's available on site at local office or Traffic Bureau facility, fully configured and in good working order, for back-up purposes.

## **Repairs and Replacement of the 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 or deemed inefficient or in unsatisfactory working order such that it is not allowing the Parking Control Officer to optimally perform job duties. Such replacement devices shall be new and shall be fully configured and operational when delivered to the City.

**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. The chargers and cradles shall be connected to the minimum number of base stations to allow for optimal transmission of data and unit charging with minimal processing time. All equipment must be brand new, not refurbished or previously used, fully configured and operational upon delivery to the City.

## **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. The Vendor shall specify minimum battery life standards.

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 eight (8) 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.

## **Interface Capability, Communication, Connectivity, Downloading, Uploading**

The Vendor shall be responsible for providing all interface and network capability between the base stations, the Vendor's processing location(s) and the hand held devices. The system must offer the capability of direct host communication with multiple handheld units that allows for simultaneous data transfer to multiple handheld devices in a totally automated fashion via a minimum number of base stations. The system will provide the customer the capability of placing the target workstation into communications mode allowing the handheld devices to be uploaded, downloaded and charged any time without user intervention. The Vendor may be required to provide a daily, automated download routine to provide the list of seizure eligible vehicles to all hand held devices. Please refer to the section of this IFB entitled " Tow Program" for a description of the City's seizure program. The Vendor may also be required to provide on a routine basis as specified by the City, an automated download routine to provide, for example, a list of vehicles which have received a resident parking permit and senior parking permits in the City of Newton and possibly a stolen vehicle hot list. System performance of the hand held devices in terms of ticket issuance, response time, printing, data transmission of parking ticket data, etc., shall not be adversely affected by the download and residence of the data files listed above. The software shall incorporate auto recovery techniques in cases of communications failure. Capability for officers to complete the data transfer operation from a remote site by modem shall be provided. Units must support additional data storage and connectivity of peripheral equipment such as printers, cellular modems, or bar code readers.

## **Data Export/Import**

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 and external agencies

## **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 and turnover studies, field investigations and data collection on missing signage or road conditions in the City.

## **Reporting Including Ad Hoc Capabilities**

The HHD and system shall provide a wide variety of standard 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. The Vendor shall provide a centralized ad hoc reporting server and database. The Vendor shall ensure that hand held and base station generated data is in a format available for ad hoc analysis at the desktop level (i.e., the data can be accessed and extrapolated by all authorized networked PC users). Issuance data shall automatically update the ad hoc reporting server and database. The database shall be accessible from any PC workstation connected to the network. 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.

## **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.

**Ticket Information to be Captured by HHD (to include but not limited to)**

The following basic information will be stored in the handheld device:

Unique ticket number (mod formulation to be determined by 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 (automatic entry)

Issuing Officer Badge Number (automatic entry)

Violation Identification Code and Phrase (s) with possible additional description

Fine Amount

Officer Notes

Bar Code scanning to support permit ticketing when available and applicable

**HHD Capabilities for Turnkey System (to include but not limited to)**

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 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 alpha-numeric search for look-up and selection. Include means of tracking vehicles in a Timed Zone (and advise officers of vehicles in violation). The application must keep track of the original time the vehicle is 'timed' and record it on the ticket. 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, then instantly alert the officer to habitual offenders . The appropriate message is displayed on the screen allowing the officer to take immediate action by notifying the Traffic Bureau for towing or other special handling. The message may also be audible, alerting the officer to the vehicle's scofflaw status. Ability to download Senior Citizen Permits, and associated vehicle registrations. System shall be capable of linking vehicle registrations to permit 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 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. Be able to restrict full data edit and delete capabilities only to authorized individuals. Ability to scan bar codes or RFID tags for Resident Permits, and Senior Citizen Permits. 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 and Barcode printing of the ticket number. OCR and/or Barcode payment processing of hand-held device produced tickets. Ability to reprint any ticket or data. Ability for the user to record that a ticket was issued but was not served.

## **Other Requirements**

### **Software**

The software must conform with the City's system specifications for the location. The software must conform with the City's system specifications for the Parking Enforcement Log-In-Table. The software must conform with the City's system specifications for the Meter Number Table.

### **Physical/Environmental Characteristics**

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.

### **Processor & Memory**

The handheld device at a minimum must have sufficient Static RAM memory. Unit must have the ability to be upgradeable. The system processor must function with sufficient MHz.

### **Operating System**

Standard operating system such as Android, iOS or WINDOWS.

### **Keyboard/Screen**

Proposed machines will be evaluated for interface quality. While it is not possible at present to define quantitative specifications for these characteristics, they are of substantial importance to the usability of the product. In particular, the interface must encourage efficient navigation within the application. 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. 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. 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. Where applicable multiple Enter/Return Keys for ergonomic/left handed users.

### **Printer**

Unit must permit the use of an integrated printer that physically may be part of a one piece HHD. The printer must be fully compatible with the handheld device and the Parking Enforcement 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 OCR. 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. Ability to print on coated/waterproof paper.

### **Tickets/Printer Supplies**

Providing all paper and any other supplies to render hand-held devices fully operational for the duration of the contract entered into pursuant to this IFB.

### **Training**

Provide an appropriate amount of on-site training for employees at time of implementation. Offer follow-up training 30 days after software installation. Provide on-site ongoing refresher training at intervals determined by the City. Provide skill/user specific-training for new-hire Parking Enforcement Officers, existing officers, supervisors, and City administrators.

### **Maintenance Contract**

It must be possible to have access to a staffed Help Desk Call Center to report a problem from 6:00 am to 7:00 pm Eastern Standard Time, 7 days a week (this time is subject to change if the hours of enforcement are changed). Turnaround time of 24 hours for replacement equipment if repair is longer; new and fully configured HHD's ready for service upon receipt. Maximum response time of four hours for support calls placed by 7:00 pm EST.

Software upgrades. Schedule for preventative maintenance by manufacturer or certified technician (minimum twice yearly).

### **Warranty**

A standard 12 month warranty must be available covering Parts and Labor for all hardware and software being proposed. Vendor will pay shipping charges on all hardware and software covered by the warranty.

### **Documentation**

A pre-installation visit should be used to determine requirements for implementation and training. The results of this visit should be used to provide an accurate timetable for total implementation in terms of time, cost, and other variables List what handheld devices can currently run vendor's parking enforcement software. The following documentation must be available at the time of delivery/contract execution: Technical reference manual, 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 which consists 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.

### **Technical Support & Development**

Providing on-going technical support and problem solving as needed throughout the life of this contract.

### **Environmental Issues at the City Traffic Bureau**

The Vendor will be responsible for site preparation including working to install, at a minimum, networking communications, base stations, docking stations, report printers, electrical power supply and surge protection, coolant units, etc. Base stations/docking stations shall be fully functional when installed and require minimal training, for City staff to maintain and operate. The Vendor shall be on-site for daily uploads/downloads and charging as required to ensure optimal system performance.

### **System and Functional Requirements of an Integrated Parking Violation Process and Collection Services**

The Vendor is required to provide Parking Violation Process and Collection Services that includes the following functions:

- Performs the automatic calculation and assessment of penalties to violations not paid within pre-defined time limits;
- Performs the automatic backing-out, holding in abeyance, and reactivation of penalties;
- Performs predetermined time based activities and updates the violation status for the next appropriate/applicable event;
- Conducts real-time editing of transactions entered through the on-line environment;
- Maintains a history of system generated events and processing transactions that can be viewed on-line;

### **Parking Ticket Pick-Up and Control**

City of Newton employees issue tickets either by using a paper-based ticket book or by a hand-held device. Paper based tickets are to be picked-up each business day by a bonded Courier provided by the Vendor at City office(s) and delivered to the Vendor's local Newton area office for processing and data entry at that office. The Contractor shall be responsible for reconciling differences between the number of violations received from the City and the number of violations actually processed and updated to the master violation file. Hand-held generated ticket data is electronically transferred to the Vendor's premises and must be in the system by start of business the following day.

In addition, this courier must pick-up and deliver supplies, equipment to be repaired, correspondence and other assorted items between both the City office(s) and the vendor's Newton area office each business day.

### **Parking Ticket Data Entry**

The Vendor must perform data entry of the information from all paper tickets into the Parking Violation database. Paper Ticket information must be entered into the database within one business day of delivery to the Vendor's premises. The vendor is responsible for supplying the inventory of paper-issued tickets and these tickets are to be bound in books of 25 (twenty-five) tickets per book with a cover over the five year contract term. The instructions for the ticket writers must be printed inside the cover and the tickets must include a self-mailer type envelope. The tickets must be multi-part with the (1) original copy for data entry, (2) a second copy for city-records to remain in the book, and (3) a violator copy attached to the self-mailer to be issued by the ticket writer. The violator copy must be encoded so that the pre-printed ticket number can be read for payment processing using optical scanning equipment.

Ticket books shall be ordered in an amount to cover 12 months, unless otherwise approved by the City, to allow for any changes in wording the City wishes to make. Proofs must be approved by the City each time the vendor orders a new supply of tickets. The vendor shall store the tickets and deliver them to the City in amounts as requested by the City. The Vendor will produce and ship paper-issued tickets at no additional charge beyond the price quoted in the price summary form of this bid document.

### **Updating Tickets to the On-Line and Master Files**

The Vendor, within one working day of receiving the 'Daily File' of newly entered information from all paper tickets, must add this information to the Master Violations File and match the vehicle registrations appearing on the issued tickets against the records in the Master Violations File. The Vendor is responsible for validating the information entered from the ticket including registration data. If the registration ticket matches an existing record in the Master Violation File, the Vendor will add the ticket data to the existing plate record. If the registration does not match an existing record in the Master Violation File, the Vendor will add the ticket data to a newly created registration record. The Vendor will make the new ticket data available for on-line access and system usage once it has been added to the Master Violation File.

### **Edits and Controls**

The contractor shall establish and continually utilize proper edits (including check digit test logic) and controls to ensure the integrity of the file and to prevent the occurrence of unapplied payments and other dispositions against the Master Violation File.

### **Required Screen Data - Customer Service Inquiry Screens**

The Vendor must provide detailed and comprehensive on-line inquiry screens to support numerous general and universal inquiry and customer service functions. The Vendor shall provide general inquiry screens containing data from all systems and system elements including:

- Noticing;
- Disputes and Adjudication
- Tow and Hold
- Registry of Motor Vehicle Interface
- Both Summary and Detail plate and ticket information;
- Correspondence and Notice detail for all tickets
- RMV ownership information and Non-Renewal Information;
- Batch update detail

### **Disputes and Adjudication of Parking Tickets**

Vendor must provide an On-Line, Real-Time Dispute and Adjudication Processing System that is comprehensively integrated with all system elements in the Parking Violation Process and Collection Services program.

The City receives phone, walk-in, and mail inquiries that result in disputes at a proportion of approximately seven to ten percent of tickets issued during a year. The Vendor's Dispute and Adjudication Processing System must fully support the City's efforts to optimize responsiveness to disputes. It must provide an on-line system which is accessed through the City of Newton's website ([www.newtonma.gov](http://www.newtonma.gov)) and then immediately connects the general public to the vendor's web portal to complete a web-based form for disputing parking tickets. The form will capture the pertinent data input by the customer and describes the "who", "what", "where", "when" and "why" of the ticketing information and the reason for their dispute. The Vendor will accommodate the "uploading" of images or documents provided by the customer in support of their web-based dispute. These images may be any one of several file types denoted as (jpg) or (tif) and any other types the Vendor can accommodate as denoted by the customer. Upon filling out the form and submitting the accompanying images, some members of the public may be convinced that the dispute process should be curtailed. The vendor needs to provide the ability to go from the web-based form to the City's Pay-by-Web link automatically where the person can then pay the ticket.

Upon completion of the form, the Vendor will generate an e-mail to the citizen acknowledging receipt of their dispute and that a decision will be rendered within a certain amount of time. The Vendor will change the status of the ticket that is being disputed by the customer in such a way that all late-fees or penalties are suspended or placed in abeyance for a certain period of time. This "suspension of fees" period of time should be able to be set or determined by the appropriate staff at the individual ticket level. The Vendor will denote that the ticket has been disputed by a mark or a symbol and visible to all ticket inquiries within the Parking Program and that the web-based form, as submitted by the citizen, is attached and indexed to the ticket as well as the submitted images or documents, accompanying the web-based form, are also visibly marked and viewable within general ticket inquiries within the program.



Based upon the type of ticket and dispute the customer is submitting as previously checked-off on the web-based form e.g., parking meter, signage, permit, the vendor will also generate an e-mail to the appropriate department involved and include a facsimile of the ticket and the comments submitted by the citizen.

The Hearing Officer and other appropriate personnel must have access to up dated work-flow statuses for a final disposition within the Parking program. A citizen initiated dispute can be deemed valid and the ticket is to be dismissed. Or it can be deemed not valid and the citizen is held responsible for payment. Or it may require further research before a decision is rendered. The rendering of the adjudication decision will prompt correspondence to be generated such as a dismissal notice, a denial notice for the appropriate type of ticket, a request for further information from the citizen or the acknowledgement that the request is still under review. The Vendor will produce and mail these various correspondence letters at no additional charge for the production and mailing.

The Vendor will also provide the facility to denote that some disputed tickets have been further pursued by the citizen with a request for a face-to-face hearing with the Hearing Officer or other City employee as designated by the City. The Hearing Officer or other designated employee will schedule appointments for these “hearings” and the Vendor may offer a “booking” function within the Parking Violation Process and Collection Services to access, display, and print-out the pending list of “Scheduled Hearings”. The Vendor will also produce correspondence and/or an e-mail notifying the citizen of the date and time of the appointment. The Vendor will support “voice-recording” the actual Hearing as conducted by the Hearing Officer with a fully functional play-back facility, to be provided by the City, that is electronically stored and accessible to Department managers.

### **Interface with Registries of Motor Vehicles**

The Vendor must remain completely current with the RMV’s specifications, technical or otherwise, and modifications and changes to the RMV’s databases, systems, and procedures related to the Parking Program especially the Massachusetts RMV. Further, the Vendor must continuously analyze and research the elements that compose RMV’s data and information.

The vendor must provide real time RMV access that is not terminal-dependent but rather user/id secure. Anyone who is authorized to access the RMV can do so from any departmental terminal, for any length of time, without having to reestablish the session during normal business hours.

In situation when the City is due a credit from the Commonwealth for a license or registration clearance charge the Vendor is responsible for: (1) identifying those cases in which the City should receive this credit, (2) preparing an annual accounting statement summarizing the credits due and (3) submitting this report to the Commonwealth on behalf of the City so that the City can receive credit on its “cherry sheet” which is used to reconcile amounts due between City of Newton and the Commonwealth.

The Vendor must provide registrant information for the fifty (50) states in USA and as many of the largest Canadian provinces as possible. If the vendor is unable to obtain information from a state or province, it shall notify the City why it cannot do so and what steps it is taking to obtain this information.

### **Significant Character Requirement**

The Vendor must accommodate the treatment of 'significant' license plate characters. These characters are neither alpha nor numeric but are significant in that they are required for the correct identification of a plate owner or to distinguish between plate owners. These include “+” (plus) signs, “-“ (minus) signs, and “&” (ampersands) signs.

### **Multiple Owner and Re-Issued License Plate Requirement**

The RMV’s Interface System must accommodate all scenarios where a license plate number and type has been issued to more than one registrant at different periods of time. The system must correctly assign tickets to the license plate owner who is responsible for their issuance.

### **Registration Data: Split Records and the Need to Merge Data**

When requesting vehicle owner information from the appropriate registry, the vendor must be aware that subtle or slight variations in the data received, compared with that which has been received previously, could result in their creation of a separate and unique registration record. The vendor must take measures and have sufficiently robust edits to prevent this split of records from occurring. In those cases where the existence of a split record is discovered, regardless of its origins, the vendor must provide the on-line capability to merge and produce a corrected and unified registration record. In addition, the vendor must provide a monthly management report, produced in state-plate order, of the resultant on-line corrective action taken to merge a split record providing the City with sufficient audit capabilities to measure these corrective actions.

## **Request for Massachusetts Vehicle Owner Information**

At least once per week, the Vendor must request vehicle owner (registrant) information from the Massachusetts Registry of Motor Vehicles database for each registration number appearing on issued tickets that are not completely paid or dismissed within a time parameter established by the City.

The Vendor shall add to the Master Violations File newly acquired license plate and registrant information, including:

- Name and Address;
- Vehicle Make
- Plate Issue and Expiration Date; Plate Type and Plate Color;
- Driver's license number,
- a "Y" or "N" indicator that the driver is 65 years of age or older,
- RMV error code,

Each month, the Vendor must acquire the Massachusetts RMV's monthly file of all registrants. The Vendor must have the capability to utilize this file to obtain registrant data.

The Vendor should also have the capability to receive and obtain registrant data on a weekly and monthly basis using the most efficient method offered by information technology to take advantage of enhancements in the vendor's and RMV's systems.

The Vendor shall add to or edit Master Violations File records license plate and registrant information, including but not limited to the following: name, address, vehicle make, driver's license number, date of birth, plate issue date, confirmation date of received request, expiration date of license plate, RMV error code, plate type and plate color, and custodial data for leased vehicles if available.

The RMV's Interface System must also provide edits and controls of the type that include, but are not limited to: analysis of license plate configuration; correct treatment of company or corporate names; exclude skeletal tickets; exclude pending requests; exclude completely paid or dismissed tickets.

Upon acquisition of registrant information, the Vendor must provide for the immediate on-line system access of parking ticket information by registrant name, driver's license number, violation number and registration number.

The Vendor may also be required to utilize the RMV's database for research and other purposes (i.e., generate special notices to all registrants of commercial vehicles).

### **On-Line Request and Processing of MA Vehicle Owner Information**

The vendor is required to be aware of changes that all RMVs, particularly Massachusetts, make to their data systems and processes and continuously adapt the vendor's systems and processes to ensure the vendor can continue to acquire accurate vehicle owner information in a timely manner.

### **Requests for Out-of-State Vehicle Owner Information**

On a weekly basis, the Vendor must request vehicle owner (registrant) information from the various out-of-state Registry of Motor Vehicles for each registration number appearing on issued tickets that are not completely paid or dismissed within a time parameter from the date of issuance established by the City (currently 15 days). Un-identified out-of-state registrant information should continue to be sought on a monthly basis until full identified.

For both the MA RMV and Out of State RMV's, the Vendor must identify, via a comprehensive report, the reasons why registrant data was not provided by an RMV.

### **Notification of Non-MA RMV's for Tow Eligible Vehicles**

All non-Ma tow eligible vehicles without Name and Address Registrant data must be reported to Non-MA RMV's by the Vendor in order to meet the noticing requirements.

## **Correspondence and Parking Ticket Dunning Notice System**

The Vendor must provide a comprehensive Notice System for the collection of parking tickets. The Notice system must be fully integrated with all elements of the Parking Violation Process and Collection Services. System requirements include:

- a primary Massachusetts and out-of-state noticing program;
- additional noticing;
- a Special Collections Noticing System;
- a Notice Management System;
- comprehensive Mail House services;
- comprehensive quality control and the processing of returned mail.

The Vendor must record in the Master Violations File the mail date/s and Notice type/s of all notices mailed in relation to each violation. The Vendor must also maintain proper documentation of all Noticing activity and provide the City with such documentation in accordance with a schedule determined by the City. The Vendor must indicate in the master file any notices returned by the postal service. The City will provide specifications to the vendor as to the form, content, sequencing, and timing of all notices that are mailed to violators with outstanding violations. The number of notices that the vendor will be required to send with respect to a single ticket shall be at least three (3). In addition, the City sends a variety of correspondence letters to violators. Per the Price Summary form the per unit cost of correspondence letters and permit renewal letters is not billed to the City. The per unit cost of each ticket noticed is billed to the City.

### **Mail House Function**

The Vendor shall be responsible for the timely mailing of all notices, parking permit renewal letters and correspondence using First Class mail. These shall be delivered for mailing to the U.S. Postal facility no later than twenty-four (24) hours after the printing of the notices. The vendor is responsible for stuffing envelopes and all costs for the mailing of notices and correspondence including stationery, forms, notices, envelopes, pre-addressed return envelopes, printing, mailing services, first class postage, etc. All such costs must be included in the Vendor's total bid.

### **Tow and Hold System**

The Vendor shall provide an integrated "Hold and Tow" system module that performs the following functions:

- a) Automatically determines those vehicle registrations which are eligible for tow. Currently, a vehicle is eligible for seizure when it has \$200 or more in unpaid, past due tickets, with at least one ticket being 21 days past due.
- b) Automatically changes the customer's account status to reflect that the vehicle's registration has now become tow eligible."
- c) That upon review of the customer's account by City staff, the status can be changed from "Tow Eligible" to "Tow Eligible – Under Dispute" or "Tow Eligible – Partial Payments" when the staff see active disputes have been initiated on the unpaid tickets or partial payments have been posted to the unpaid tickets.
- d) That upon review of a customer's account that has been deemed "Tow Eligible" by the system and City staff determine that there exist other registrations under the same customer's name or license number, the status can be changed from "Tow Eligible" to "Tow Eligible – More Plates"
- e) That upon review of an account deemed tow eligible and City staff initiate the actual "tow " or immobilizing of the vehicle, monetary transactions take place within the Parking Program to reflect a "Tow Fee" and a "Storage Fee" to the customer's account.
- f) That each monetary transaction on the account be part of the cumulative amount due from the customer and that each monetary portion of a towing transaction be capable of being adjusted individually so that the (a) tow fee (b) storage-1 (c) storage-2 and (d) storage-3 can be debited or credited per item.
- g) That upon review of a customer's account that is tow eligible, the determination is made to have the vehicle "towed", the status can be changed to "Towed" and a "Tow Date" can be reflected on the customer's account and a " Towed To:" designation can be applied by the staff along with a 30 character field indicating the appropriate and user defined "Towing" company.
- h) That every week the vendor shall generate a list of all vehicle registrations that are tow eligible and that City enforcement personnel will utilize the list to identify vehicles to tow and that the list shall be in alphabetical order by state of registration then by plate number within the state and that it shall contain, at a minimum, summary license plate volume and dollar amount information by the state. The City reserves the right to alter the format of the Tow and Hold List.
- i) That the tow eligible vehicle registrations will be downloaded to the handheld ticketing units on a daily basis and the Parking Control Officers will receive notification if tagging a Tow and Hold eligible vehicle.
- j.)The Vendor shall provide a Management Information System (MIS) reporting package containing information on the tow system.

Such reporting package must include, but not be limited to, vehicles towed, released and auctioned, inventory of vehicles in lot, aged tow report for prioritizing of towing. The format of said report must be acceptable to the City and the City reserves the right to modify the reporting package.

### **Production Schedules**

The Vendor shall prepare a detailed monthly production schedule that includes:

- file processing
- report generation, such as scheduled management information reports, on-line claims processing related reports, and all scheduled reports relative to any systems for which the Vendor is responsible
- transaction cutoff periods
- notice mailing
- Name and Address requests and re-requests from the RMV
- Registration and License “mark” requests and re-requests
- Registration and License “clear” requests and re-requests
- Tow and Hold System seizure eligible list

Such schedules must be available to the City at least ten (10) days before the beginning of the month of scheduled production. The Vendor must also provide, no later than two weeks following each preceding month, a report of actual production activity.

### **Network Capability, Equipment, Service, and Supply Requirements**

The Vendor must provide the network capability, equipment, and all related hardware and software required at City of Newton locations for access to and the operation of the Parking Violation Process and Collection Services at the start of the contract. All products and services included in this section must be provided at no additional charge beyond the price quoted in the price summary form of this proposal document.

All systems required by this scope of services, aside from Mass. RMV database, must be available via web portal as well as via the T-1 listed below and must be accessible from any computer at any location without additional software aside from an internet browser.

The Vendor must provide whatever training and night and weekend services the City requires to ensure that this requirement is met. Vendors must include in their proposal all costs to meet this goal including the cost of installing and testing all equipment and all personnel services required to support the installation. All wiring between the data closet and locations of PCs and printers and related terminations at City locations will be provided by the City.

### **Infrastructure Services**

The Vendor must implement, maintain, and support the entire data communication network that supports all PVPCS activities.

The Vendor shall provide the City with the following computer cashiering, and printing equipment, (See previous section on Equipment Supplies and Materials), on the start date of this contract. All equipment must be new and not refurbished or previously used in any way.

If during the life of the contract period, the City of Newton elects to upgrade or migrate to a new desktop operating system such as Microsoft Windows 11, the vendor will install the system with licenses to be provided by the City.

### **Support and Supplies**

The Vendor is responsible for providing on-site support to resolve or replace both hardware and software problems with Cashier Terminals or Switchboard Terminals and their components. The Vendor is responsible for providing the miscellaneous supplies used in the day to day operation of these terminals including paper rolls, printer ribbons, toner cartridges, rolls of labels, and maintenance kits.

### **System Availability and Response Time**

The City must have a minimum aggregate 95% uptime availability on each terminal between the hours of 7:00 a.m. and 8:30 p.m. Monday through Friday. In addition, the vendor must provide 24/7 portal access via web browser to view information in all of its PVPMISS system and run reports (except for Mass. RMV access unless it becomes accessible via web browser) by authorized City officials. The response time for all online system processing shall be an average of less than three (3) seconds.

The Vendor shall notify the City of any scheduled downtime to take place at least one week before such downtime is to occur and that it be scheduled during off-peak production hours.

Pay by Web and Pay by Phone shall be available and operational 24 hours per day, seven days per week. Email addresses or phone numbers of users accessing the system via web or pay by phone shall not be released to any third parties by the Vendor.

The Vendor shall notify the City of occurrence of all downtime and shall report the causes and expected duration of such downtime and the remedial measures being undertaken. The City shall provide to the Vendor a list of the department and persons to be notified and the appropriate telephone numbers. The Vendor shall also notify the City of any foreseeable or anticipated downtime at least one hour before such downtime is to occur.

The Vendor shall maintain a daily log of system downtime and shall furnish the City with a monthly downtime summary.

The Vendor shall respond within thirty (30) minutes of a reported equipment or software failure by providing the on-site technical support at the City's premises as may be required. In instances of repeated system failures, the City may require that the Vendor provide on-site technical support on a full-time basis until the problem is permanently corrected. For equipment failure coverage, the Vendor shall contract with its equipment Vendors and suppliers to obtain service agreements requiring the Vendor to respond within 2 hours of a reported equipment failure.

The Vendor must maintain a daily log(s) of all communications interruptions and will furnish the City with copies of said daily log(s) on a weekly basis accompanied by a weekly summary of such communications interruptions, the format of which shall be approved by the City.

### **Provision of Complete Services to all Tickets on the Database**

The Vendor shall be responsible for providing complete services as required in this scope of services to violation tickets issued prior to the effective date of the contract i.e., pre-contract tickets. All services, functions and system elements provided to those tickets submitted for processing on or after the date of contract must be provided to pre-contract tickets.

The provision for complete services for pre-contract tickets is an inalienable responsibility of the Vendor. The City will not reimburse the Vendor for services delivered on these older tickets other than applicable payments for notices sent and tickets paid.

### **Performance Reporting**

The Vendor must implement and operate a system for recording, monitoring and responding to all complaints and requests by the City relative to the Vendor's performance and obligations with regards to the PVPMISS. This includes:

- Procedures and reporting formats to track and respond to all requests and complaints in a systematic and timely manner.
- A Managerial summary, implementation plan, and comprehensive project analysis for each request or complaint.
- A listing of all active requests or complaints, the status of each request or complaint and the targeted completion date of each request or complaint.

### **Complete and Comprehensive Back-up**

The Vendor must provide complete back-up systems and capacity for all on-line systems including hardware, software, communication lines and other equipment.

The Vendor must retain sufficient back-up files so that reconstruction of all processing activities can be accomplished for audit purposes and emergency situations.

The Vendor must provide for the duplication of all programs and files and those programs and files subsequent movement offsite from their data processing facility to ensure copies are available in the event the originals are destroyed.

The Vendor must provide for alternate processing arrangements or locations to ensure that processing could continue in the event of damage or destruction to the Vendor's data processing facility(ies). Detailed plans shall exist to provide for an orderly move to the alternative site. Test processing shall be completed periodically at the recovery site to ensure continued equipment compatibility, to train employees and to identify weaknesses in the contingency plan. Testing shall be comprehensive and shall approximate actual processing requirements.

### **Training**

The Vendor must conduct instruction and training of City personnel in connection with all of the services including system enhancements and subsystems, for which the Vendor is responsible, hereunder. 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.

## **Test System**

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

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

The Vendor shall develop a System Test Plan and submit the plan to the City for approval. Testing activities must address all aspects of the Vendor's responsibilities and functions of the system, including terminal, communications, software, operating procedures, user procedures and other documentation. Procedures should be included in the plan to verify and certify the functions and quality of the PVPMISS and to ensure that the system performs according to the specifications.

Specific Vendor Responsibilities Include: Develop a test matrix to include transactions, conditions, and desired results:

- Develop test data files
- Perform and document unit tests and submit to the City for approval
- Debug each program
- Conduct system test involving all functions and interfaces
- Document the final system test and submit to the City for approval

System Testing Phase Milestones:

- City approval of the test plan
- Accurate processing of complete test data package
- City approval of the system test

## **Recovery from Catastrophic Failure**

Recovery from catastrophic failure is defined as those corrective efforts undertaken at the computer site as a direct result of a natural disaster (e.g., fire or flood) or other catastrophe which has caused either disruption of services to the City for extended periods of time or loss of data.

The Vendor will reimburse the City an amount equal to the cost incurred by the City to re-enter any data should the Vendor fail to restore said data, and any other costs incurred by the City because of the interruption of services and/or the failure to restore lost data.

Vendor must take every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable. In the event that a natural disaster does disrupt the system, the Vendor must have a detailed, City approved, recovery plan in place, tested and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards.

## **Organization and Personnel**

The Vendor is required to maintain an office in the greater Newton area and to carry out as many of its responsibilities as feasible at this local office. This office must be located so that staff assigned to this office can arrive at 1000 Commonwealth Ave or Newton Police Dept, Newton MA within 30 minutes of being requested to do so to meet with City staff.

## **Key Personnel**

The Vendor will commit and identify a sufficient number of diversely qualified key personnel required to operate City of Newton's Parking Violation Process and Collection Services in a quality manner with minimal or no risk of disruption to the City's current levels of PVPCS operations and revenue. All personnel must have extensive experience in the area of work for which they are responsible.

Key personnel include:

- project management;
- business management;
- administrative personnel;
- data entry;
- lockbox personnel;
- senior business analyst;
- network administrator;
- quality control specialist;
- operational controls personnel;
- report developer;

Certain key personnel must be assigned to the local office on a full-time basis including, at least one (1) senior business systems analyst to serve as local project manager for this contract; one (1) senior analyst to serve as a report developer and data manager to provide performance and activity reports using the business intelligence reporting system required under this scope of services. This senior analyst will also train City staff in the use of this system; and at least one (1) network administrator who must be immediately available to the Parking Services and Parking Enforcement divisions, within a 30 minute window, every workday, to meet in person with Parking staff at a City office. Local office staff shall also include personnel performing the following functions: parking ticket data entry , lockbox payment processing ,and document image processing. The vendor must provide substitutes for staff who are not available due to vacation, illness, etc. Substitutes must meet the availability requirements stated above.

The senior business analyst must be assigned to the City of Newton contract on a full-time basis. The network administrator engineer must be assigned to the City's PVPCS project, and be on-site at 1000 Commonwealth Ave or Newton Police Department , as needed as determined by the City to ensure that all equipment, data communication systems and software applications specified in this scope of services, including handheld ticket writing devices, are maintained, repaired and fully operational at all times. The senior business analyst will meet with City staff regularly to review work, train staff on PVPCS functions, etc. The senior business analyst will manage the agenda or matrix of issues being worked on and their status.

### **Systems Development Services**

From time to time on an ongoing basis and in consultation with the Senior Project Analyst, the City will request modifications, enhancements, application revisions, reports and system upgrades that need to be implemented into the PVPCS. The vendor must provide the necessary resources to do so and implement the changes described above at no cost to the City beyond the prices quoted for this contract.

### **Consultant Services**

The Vendor must provide Consultant Services for various traffic and parking operations and management. These services include:

- assistance in the development of training activities of parking ticket writers,
- training of personnel and supervisors,
- monitoring ticket issuance and factors impacting issuance,
- analysis and development of issuance routes,
- analysis of productivity.
- information on new approaches and systems
- studies and analysis of current TPTD operations.

### **Right to Refuse Personnel**

The City reserves the right to refuse any individual(s) in the Vendor's employ including subcontractors if the City is not satisfied with their performance or personality conflicts arise with City personnel.

### **Conversion**

This bid document requires that, in the event the Selected Vendor is not the Existing Vendor, the Selected Vendor's violation processing database be initially loaded from a master file residing with the Existing Vendor's system. The Vendor shall be required to interface with the Existing Vendor to conduct conversion activities. All data elements, including scanned workflow management documents and images, must be converted and remain fully integrated into the new system.

Conversion will be determined to be completed when the system performs according to the standards of the City.

It will be the Selected Vendor's responsibility to accomplish all programming and testing to ensure that the conversion has been successfully completed. It will be the City's/ Existing Vendor's responsibility to supply the data, as is, from the existing parking violations databases and for conversion purposes to define the storage formats and describe the data elements stored in the databases.

The Selected Vendor (and by necessity, Prospective Vendors) shall propose a comprehensive data conversion plan to convert from the existing Vendor's system to the selected Vendor's system. This plan shall include, but not be limited to, all responsibilities of the Vendor, the City, and the existing Vendor in the conversion effort; how the conversion will be accomplished; the conversion timetable and work schedule; and how the accuracy of the conversion effort will be measured.

It should be noted that the City requires a comprehensive and detailed discussion of:

(a) the capture of data to be converted, and (b) the subsequent use of captured and converted data. Towards this end, bidders shall be advised that the data and information requirements of the City set forth in this bid document are substantially representative of the current data and information fields that would need to be captured, converted and utilized.

Upon completion of the contract term, the Vendor shall support the transfer of data in the event that the contract is terminated or has expired and a new Vendor is selected. Additionally, the Vendor shall be required to provide any data or information required by the City to prepare a bid document and execute a succeeding contract, to include but not be limited to current and projected baselines, computer utilization, forms utilization, definition of storage formats and description of data elements stored in the databases.

### **Document Image Processing and Workflow Management System**

The vendor must provide a document image processing system for document storage, retrieval, and workflow management. This document image processing system must be fully integrated with all systems and subsystems of the Vendor's PVPCS program.

All lockbox-received parking ticket related correspondence will be imaged at the Newton area local office lockbox processing facility by the Vendor. The Vendor's scanning device(s) must accommodate correspondence items which will likely contain two or more pages containing typed, machine printed or handwritten text of various sizes, weights, and colors, as well as photographs or drawings which will require imaging. The envelopes which contain correspondence must also be imaged in order to capture the postmark date of the correspondence. Correspondence is also frequently enclosed inside actual parking tickets; therefore, some parking tickets received at the lockbox require imaging. The system must allow Parking Control Officers personnel and vendor staff to index images to parking violations.

Additional documents, such as disposition forms, refund forms, and correspondence received at City of Newton, shall be sent to the Vendor's local office for imaging and scanning by the Vendor. All correspondence sent to the Vendor by the City must be indexed to the parking tickets described in the correspondence. In addition, all handwritten paper parking tickets issued by the officers must be scanned and indexed into the document imaging system for easy retrieval via the Parking as well. Paper tickets should be given a unique indexing symbol to differentiate them from correspondence images.

The workflow management system must be integrated with the City's PVPCS programs so that personnel can perform customer service functions and claims processing by viewing correspondence images simultaneously with detailed plate and violation data. In addition, the system must be organized into "holding tanks" or "queues" for the various levels of completion: newly arrived, pending research, awaiting a hearing, done, etc., so that TPTD personnel can move the images and correspondence from one location to another.

### **Special Collection Services**

The vendor shall provide Special Collection Services as requested by the City. The City will pay the vendor a 20% contingency fee of the revenue it collects for services provided under this service. This percentage of revenue to be paid to the vendor shall include all costs for the services including those listed below. The amount to be paid to the vendor shall be included in the vendor's monthly invoice to the City and shall not be netted out of the revenue collected by the vendor on behalf of the City for these services.

The vendor shall perform the following Special Collections functions:

- Analysis of the database to select tickets that meet the targeted population identified by the City.
- Search multiple data bases to obtain the most accurate and up to date name and address information for the vehicle owner.
- Design and creation of the Notices to be sent (up to 3). All costs associated with the design, purchase of paper stock, printing, mailing and first class postage shall be included in the process and included in the vendor's fee for these services.
- Process any and all payment transactions as well as the scanning of correspondence received.
- Provide management audit reports to the City on a monthly basis.
- Generate a monthly billing report to the City.



Outbound Calling – as a last attempt to reach out to the constituent, all unpaid tickets at the end of the noticing cycle will be turned over to the vendor’s Outbound Calling agent. The Outbound Calling agent will send out name and address information in order to obtain phone numbers for the process.

**Additional Products and Services**

During the life of this contract, the City may request that the vendor provide additional services listed below. The cost of these additional services is not to be included in the vendor’s price proposal. Should the City decide to proceed with any of these services, the City will request that the vendor provide a price for the City’s review. If the price is accepted and approved by the City, the requested services will be added to the vendor’s contract via an amendment. These additional services include:

- License Plate Recognition camera system and related software and communication to be mounted on vehicle(s) to read license plates and search for scofflaws or expired meter, overtime or Resident Parking Permit violations.
  
- Vendor services and any equipment required to implement a Pay by Phone or in vehicle parking meter solution including sub-contracting with a vendor that specializes in one or both of these services.

**END OF SECTION**

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**PRICE PROPOSAL #23-78**

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

**Parking Violation Process and Collection Services**

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

B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

C. The Bidder proposes to supply and deliver the services specified at the following price(s):

<u>Item Description</u>	<u>Unit Price</u>	<u>Items Per Year*</u>	<u>Total Cost</u>
A. Parking Violations			
Tickets Issued - Handheld	\$ _____	80,000	\$ _____
Tickets Issued - Non-handheld	\$ _____	17,000	\$ _____
First Notice	\$ _____	35,000	\$ _____
Second Notice	\$ _____	14,000	\$ _____
Ticket Payments	\$ _____	75,000	\$ _____
Notice Payments	\$ _____	30,000	\$ _____
Registry Notification	\$ _____	10,000	\$ _____
Out of State Notification	\$ _____	3,600	\$ _____
Non-renewal clears	\$ _____	4,000	\$ _____
		Sub-Total Part A	\$ _____
B. Abandoned Vehicles Post Record	\$ _____	100	\$ _____
Notice	\$ _____	100	\$ _____
Fine Payment	\$ _____	100	\$ _____
		Sub-Total Part B	\$ _____
C. Correspondence	\$ _____	5,000	\$ _____
D. Hand Held Devices	\$ _____	14	\$ _____
TOTAL ANNUAL COST (A, B, C & D) =			\$ _____
x 5 YEARS =			\$ _____

\*Items per year is based on the City's experience in past years, and the actual number of items may be different. Whatever the number of items, the Company agrees that the Unit Prices therefor shall always be those stated above.

The undersigned certifies that this offer fully complies with all the requirements of this RFP.

Date:

\_\_\_\_\_  
(Name of Firm or Individual Submitting Bid)

BY: \_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email address)

**END OF SECTION**

**CITY OF NEWTON**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

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

- 1. FIRM NAME: \_\_\_\_\_
- 2. WHEN ORGANIZED: \_\_\_\_\_
- 3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- 4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO

\* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

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

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

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

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

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

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CERTIFICATE OF NON-COLLUSION

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

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Name of Business

**CERTIFICATION OF TAX COMPLIANCE\*\***

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

\_\_\_\_\_  
Signature of Individual (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
or Federal Identification Number

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Name

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

Print Officer Name: \_\_\_\_\_

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

**CERTIFICATE OF FOREIGN CORPORATION**

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

---

**(Jurisdiction)**

**The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.**

---

**Name of person signing proposal**

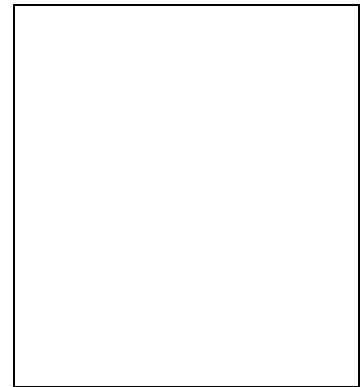
---

**Signature of person signing proposal**

---

**Name of Business (Please Print or Type)**

*Affix Corporate Seal here*





City of Newton



Mayor  
Ruthanne Fuller

**Purchasing Department**

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

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

Date

Vendor

Re: Debarment Letter for Invitation For Bid # \_\_\_\_\_

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

**Debarment:**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

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

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

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

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

**Business Category Information Form\***

**RFP No. 23-78**

**Parking Violations Process & Collection Services**

<b>Business Type Categories*</b>	<b>Select All That Apply</b>
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

\*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

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

Date:

## **CONTRACT FORMS**

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

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

# CITY - CONTRACTOR AGREEMENT

## CONTRACT NO. C-

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

hereinafter referred to as the CONTRACTOR.

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

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

### **PARKING VIOLATION PROCESS AND COLLECTION SERVICES**

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request For Proposals #23-78 (RFP) issued by the Purchasing Department;
- c. The Project Manual for **PARKING VIOLATION PROCESS AND COLLECTION SERVICES** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Proposal of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of the contract **shall be five (5) years, extending from July 1, 2023 through June 30, 2028.** The City shall have the option, at its sole discretion, **to renew this Contract for one (1) additional five (5) year term,** with no change in the contract price or terms and conditions. The exercise of such option to renew shall be subject to appropriation of funding therefor.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor

will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.

- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. INSURANCE REQUIREMENTS**  
The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

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

COMMERCIAL GENERAL LIABILITY

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

VEHICLE LIABILITY

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

The City shall be named as additional insured on the Contractor's Liability Policies.

- XIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIV. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

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

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

By \_\_\_\_\_  
*Chief Procurement Officer*  
 Date \_\_\_\_\_

*Affix Corporate Seal Here*

By \_\_\_\_\_  
*Commissioner of Treasury*  
 Date \_\_\_\_\_

City funds are available in the  
 Following accounts:  
0110745-530700

Approved as to Legal Form and Character

I further certify that the Mayor, or her  
 designee, is authorized to execute contracts  
 and approve change orders

By \_\_\_\_\_  
*Associate City Solicitor*

By \_\_\_\_\_  
*Comptroller of Accounts*  
 Date \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_  
*Mayor or her designee*  
 Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ AFFIX CORPORATE  
(Signature of **Clerk or Secretary**)\* SEAL *HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.



**ATTACHMENT A**  
**PARKING VIOLATON**

# PARKING VIOLATION

AUTHORIZATION AND WAIVER  
PLEASE CAREFULLY READ THE FOLLOWING

✓ CHECK ONE

I plead GUILTY to this charge:

**Option 1:** Place payment and ticket inside an envelope and return via mail to City Hall, Collections Division, 43 Broadway, Newport RI 02840. Make checks payable to: City of Newport. Please write ticket number and registration number on check.

**Option 2:** Payment can be delivered to City Hall Collections Division on weekdays from 8:30 AM to 4:00 PM. On nights and weekends, payment can be delivered to Newport Police Department, 120 Broadway.

**Option 3:** To pay via the internet please visit: [www.parkingticketpayment.com/newport](http://www.parkingticketpayment.com/newport)

I plead NOT GUILTY to this charge and wish to have a Municipal Court hearing. Mail this ticket and a piece of paper containing the following: your name, address, operator's license number, state, date of birth, and phone number to City of Newport, Collections Division, 43 Broadway, Newport RI 02840. Briefly specify the reason you are pleading not guilty. Return within 10 days. A timely request for a hearing prevents the fine from doubling.

I feel this ticket was issued IN ERROR:

**Option 1:** You may request an initial review of this citation within 10 days from the date of issuance. Please provide your reason(s) for review of this ticket and include your name, address, daytime phone number, and a copy of this ticket. Only send copies of your documentation because the paperwork will not be returned to you. You will be notified by mail of the outcome of the review. Do not send payment or the original ticket at this time. Mail to: Parking Violation Review, 120 Broadway, Newport RI 02840.

**Option 2:** Please visit [www.cityofnewport.com/tickets.aspx](http://www.cityofnewport.com/tickets.aspx)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

REV. 07/07

# PARKING VIOLATION

# PARKING VIOLATION

CITY OF NEWPORT, RI  
POLICE DEPARTMENT

TICKET NUMBER	ISSUE DATE / TIME
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STATE	REG. TYPE	PLATE COLOR (25-330)	REG. NO.
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VEHICLE MAKE	VEHICLE COLOR	VEHICLE TYPE
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VIOLATION	VIOLATION DESCRIPTION
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LOCATION / SITE
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NOTES OR COMMENTS
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ORIGINAL FINE	NOTICE: Parking fines DOUBLE after 30 days from the date of issuance. If not paid, Under provisions of Rhode Island General Laws, (31-3-5), re-registration of your vehicle may be denied for failure to pay parking fines. For additional information: <a href="http://www.cityofnewport.com">www.cityofnewport.com</a>
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BADGE NO.	OFFICER NAME
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OFFICER SIGNATURE
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REV. 01/06

# PARKING VIOLATION