



**Request for Proposals
for**

**Parking Citation Issuance, Payment, Collection
and Permit Management Services**

Issued and Approved by:

**Plymouth Growth and Development Corporation (PGDC)
Park Plymouth
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**PGDC/Park Plymouth
RFP for Parking Citation Issuance, Payment, Collection and
Permit Management Services**

CONTENTS

1.0 INTRODUCTION1

2.0 RFP INSTRUCTIONS AND SCHEDULE2

3.0 OVERVIEW OF PARK PLYMOUTH OPERATIONS.....2

4.0 CURRENT PARKING CITATION AND PERMIT ACTIVITY DATA.....3

5.0 SCOPE OF SERVICES.....3

 5.1 General Provisions..... 3

 5.2 Equipment Warranty..... 3

 5.3 Project Manager/Key Personnel 4

 5.4 Subcontractors 4

 5.5 Training..... 4

 5.6 Insurance Requirements 4

 5.7 Indemnity 5

 5.8 Statement of Offer and Signature 5

 5.9 Certification of Non-Collusion and Statement of Tax Compliance..... 5

6.0 TECHNICAL SPECIFICATIONS AND REQUIREMENTS 5

 6.1 Parking Citation System..... 5

 6.1.1 Hand-held Automated Citation Issuance System 6

 6.1.2 Citation Processing System..... 7

 6.1.3 RMV Marking and Clearing 9

 6.1.4 Issuance of Delinquent Notices 9

 6.1.5 Citation Payment System..... 10

 6.1.6 Report Requirements 11

 6.1.7 Other Required Services/Specifications 12

 6.2 Parking Permit System 12

7.0 PROPOSAL REQUIREMENTS AND FORMAT 13

 7.1 Non-Price Proposal..... 13

 7.2 Price Proposal..... 14

8.0 PROPOSAL EVALUATION AND SELECTION PROCESS 15

 8.1 Evaluation Process..... 15

 8.2 Comparative Evaluation Criteria 15

9.0 SELECTION AND CONTRACT AWARD 16

EXHIBIT A Certificate of Non-Collusion

EXHIBIT B Statement of Tax Compliance

EXHIBIT C Price Proposal Form



Park Plymouth
Plymouth, Massachusetts

Request for Proposals
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1.0 INTRODUCTION

The Plymouth Growth and Development Corporation (PGDC) who operates Park Plymouth in Plymouth, Massachusetts is seeking proposals from vendors to provide a comprehensive and integrated system for processing its parking citations (issuance, payment and collection) and managing its parking permit program. The scope of services includes providing state-of-the-art handheld electronic equipment to issue and record parking violations, transmit and store data to an offsite/electronic database, process payments, provide automated delinquent notices and periodic financial reports as needed. The vendor will also host and support the agency's online payment system for citations and parking permits as well as its online citations appeal and adjudication service.

Five (5) separate, sealed envelopes containing the non-price technical proposals marked "Non-Price Proposal Parking Citation Processing and Permit Management Services" on the outside of the mailing envelopes and one (1) separate, sealed envelope containing the price proposal marked "Price Proposal Parking Citation Processing and Permit Management Services" on the outside of the mailing envelope must be received by Park Plymouth at 40 Court Street, Floor 1, Unit 1, Plymouth, MA 02360 **prior to 5:00 p.m. on November 8, 2019**. It is the sole responsibility of the proposer to ensure that the proposal arrives on time at the Park Plymouth office location.

Price proposals must be submitted separate from technical proposals. No reference shall be made to pricing of any kind in the non-price technical proposal – including any reference to service maintenance plans, fees, etc. Failure to adhere to this requirement will result in disqualification. All pricing information, and supporting documentation, must be submitted in the Price Proposal only.

Questions or clarifications on the RFP must be directed to Desmond Egan, Park Plymouth Operations Manager, in writing via email at Degan@parkplymouth.com. Questions will be accepted **until 5:00 p.m. on November 1, 2019**.

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

No proposer may withdraw their proposal after the proposed due date and prior to the execution and delivery of the contract, which is anticipated to occur on or before **December 18, 2019**. The proposal will remain in effect for a period of 60 days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed, or this RFP is cancelled, whichever occurs first.

2.0 RFP INSTRUCTIONS AND SCHEDULE

Following is a tentative schedule for the RFP process. The PGDC has every intention to maintain this schedule but reserves the right to modify it as may be needed to accommodate circumstances beyond its control.

Release of RFP	Tuesday, October 8, 2019
Deadline for Questions from Proposers	Friday, November 1, 2019
Deadline for Submission of Proposals	Friday, November 8, 2019
Presentation to PGDC Bd of Directors (optional)	Wednesday, November 20, 2019
Award of Contract	Wednesday, December 18, 2019 (anticipated)

If it becomes necessary to revise any part of this RFP, an addendum or revision will be transmitted to all interested Proposers by email and will be posted on the PGDC/Park Plymouth website @ <https://www.parkplymouth.com>.

All responses to this RFP shall become the property of the PGDC/Park Plymouth and will be kept confidential until such time as recommendation for award of the contract has been announced. If a Proposer believes that any portion of its proposal should be exempt from public disclosure, such portion may be marked "confidential." The PGDC/Park Plymouth will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for the inadvertent disclosure of such materials, data and information. Proposals marked "confidential" in their entirety will not be honored.

3.0 OVERVIEW OF PARK PLYMOUTH OPERATIONS

Park Plymouth and its parent organization, the Plymouth Growth and Development Corporation (PGDC), provide year-round parking services to the public in the downtown and waterfront of Plymouth, Massachusetts. However, the organization only charges for parking eight months out of the year (April 1st to November 30th). PGDC/Park Plymouth was established by the Town of Plymouth and Chapter 182 of the Acts of 2002 of the Massachusetts State Legislature. The PGDC Board of Directors oversees the organization, which is professionally managed and operated by a full-time Operations Manager and staff of eight (8) full-time and seasonal employees. For a comprehensive description of Park Plymouth programs and operations, see the PGDC/Park Plymouth website at <https://www.parkplymouth.com>.

Park Plymouth currently operates fourteen (14) paid public parking lots and a 2-level parking deck with a total of approximately 1,140 parking spaces. Twenty-three (23) Digital Luke II multi-space pay stations in pay-by-plate mode are deployed in the lots/deck to collect payments via credit card, cash or cell phone (Passport Labs Inc.). Park Plymouth also operates 294 single-space, electronic, credit card-enabled IPS on-street parking meters. All meters are 4-hour time-limited except for nineteen (19) 2-hour and two (2) 15-minute meters on Town Wharf. There are also several on-street areas downtown and in North Plymouth Village that provide non-metered, time-limited parking. Employees, merchants, residents and certain other groups can also purchase parking permits good for use in the paid lots, and in some instances, on-street through the paid parking season.

In addition to meter collection and repairs, Park Plymouth staff is responsible for meter revenue counting, deposits and audit verification. Currently, the organization does not tow or boot vehicles for unlawful parking or for the non-payment of tickets. However, Park Plymouth's current vendor does mark and clear vehicles with the Massachusetts Registry of Motor Vehicles (RMV) and sends out notice letters for non-payment of citations.

PGDC/Park Plymouth's current parking citation management (issuance, processing, collection) and permit management system is provided by Complus Data Innovations, Inc. (CDI) whose contract expires on December 31, 2019. Under this contract, CDI provides parking citations management hardware and software that includes electronic handheld ticket writers with printers, ticket issuance and processing software, communications software, permit management software, report generation software, office computers, printers, and related supplies. CDI provides a web-based permit purchase/tracking and citations payment option by credit card in addition to phone, IVR, mail and in-office payments. They provide ticket processing services, all delinquent noticing as well as online citations appeals and hearing tracking services.

PGDC/Park Plymouth is interested in receiving proposals for these services and having a new contract in place as close to or around December 31, 2019. The selected vendor will be expected to implement all required systems and be fully operational including data conversion within sixty (60) days of contract award.

The resultant contract will be for a one-year period with an option to renew for two additional one-year periods at the sole discretion of the PGDC.

4.0 CURRENT PARKING CITATION AND PERMIT ACTIVITY DATA

PGDC/Park Plymouth issued 19,575 parking citations in 2016, 18,936 in 2017 and 19,017 in 2018. The organization is expected to issue approximately 18,750 parking tickets in 2019 worth an estimated \$600,000 in citations fines and penalties. Approximately 5% of all citations are issued by the Plymouth Police Department on stock handwritten tickets that are then manually entered by Park Plymouth staff into the parking citation management software. Park Plymouth also sold 1,899 parking permits in 2016, 1,992 permits in 2017, 1,543 in 2018, and anticipates selling approximately 1,500 permits in 2019. A description of the current Park Plymouth permit program can be found on the PGDC/Park Plymouth website at <https://www.parkplymouth.com>.

As for outstanding citations, PGDC/Park Plymouth is currently carrying approximately 7,627 outstanding violations on its 10-year scofflaw list (2009 to 2019), which translates to a total amount due of \$364,000 of which approximately 40% is for fines and 60% penalties. Of these outstanding citations, approximately 20% are issued to registered owners (RO) with out-of-state vehicle registrations.

5.0 SCOPE OF SERVICES

5.1 General Provisions

PGDC/Park Plymouth is seeking a contractor/vendor capable of providing a system that can provide the services outlined in this RFP related to parking citations processing, payment and collection as well as systems and services support the organization's parking permit and online appeals/hearings programs. Proposers must provide a detailed description of the system to be provided, including a description of the system's architecture, and will be required to provide all labor, equipment, computer hardware/software and materials necessary to furnish and install a system capable of satisfying the specifications and requirements below. There shall be no upfront, out-of-pocket costs to PGDC/Park Plymouth.

5.2 Equipment Warranty

Proposers shall include a copy of each manufacturer's written warranty statement for each item of equipment that is furnished and installed as part of the system being recommended in their proposal.

Proposers shall also provide the details of all warranties that are applicable to all software and other services being provided to PGDC/Park Plymouth.

5.3 Project Manager/Key Personnel

Proposers must assign a full-time Project Manager and Alternate Project Manager to this assignment who will be responsible for project oversight and serve as the primary point of contact with Park Plymouth on all management, reporting, and technical issues. The Project Manager must be familiar with and capable of supporting all components of the system provided. The Project Manager shall be available to Park Plymouth by telephone at all times during Park Plymouth business hours over the duration of the contract and must be able to be on-site within seventy-two hours of notification, if necessary and requested, to respond to any Park Plymouth need, question, or issue. The Proposer must submit an organization diagram showing the relationship between Park Plymouth, the Project Manager, key staff, and all subcontractors.

5.4 Subcontractors

The Proposer shall provide a list of the names, addresses, and telephone numbers of each subcontractor the Proposer intends to employ in the installation, training, and ongoing maintenance and support of the system, or any component of the system, being proposed. PGDC/ Park Plymouth reserves the right to reject any subcontractor; should a subcontractor be rejected the Proposer will be required to provide an acceptable alternate subcontractor in a timely manner so as not to cause any delays in system implementation. Any additional costs associated with securing a competent subcontractor shall be the responsibility of the Proposer.

5.5 Training

The Proposer must provide a plan for in-depth technical training for all Park Plymouth staff (field and administrative). All required instruction manuals, qualified instructor's costs (travel and lodging), and other materials shall be furnished by the Proposer and included in the Fee Proposal. See Technical Specifications and Requirements (Section 6.o) for further information.

5.6 Insurance Requirements

The vendor/contractor will be responsible for obtaining the following coverages and minimum liability limits:

General Liability – insurance shall be in an amount of at least \$1,000,000 Bodily Injury and Property Damage Liability, combined single limit with a \$3,000,000 annual aggregate limit.

Property Damage – insurance shall be in an amount of no less than \$1,000,000 for each accident, and not less than \$1,000,000 in the aggregate.

Automobile Liability – (applicable if vendor/contractor has an automobile operating exposure) insurance shall be in the amount of at least \$1,000,000 Bodily Injury and Property Damage per accident. The PGDC shall be named as Additional Insured.

Workers Compensation Insurance – insurance as required by law.

Umbrella Insurance – insurance in an amount of at least \$3,000,000/occurrence and \$3,000,000/aggregate. The PGDC shall be named as Additional Insured.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide Park Plymouth at least 30 days prior notice prior of cancellation or material change in coverage, or 10 days prior notice to cancellation for non-payment.

The vendor/contractor acknowledges and agrees that the Plymouth Growth and Development Corporation, Inc. (PGDC), which includes Park Plymouth, its officers and board members, its employees and agents, are covered as additional insured with respect to any liability arising out of the activities of the vendor/contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom the vendor/contractor, as name insured, has entered into a written contract shall satisfy this requirement.

The vendor/contractor agrees to include with all subcontractors in their system operation the same requirements and provisions of this contract including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Evidence of such coverage shall be maintained by the vendor/contractor and provided to PGDC/Park Plymouth upon request.

5.7 Indemnity

The vendor/contractor's responsibility for such defense and indemnity obligations shall survive the termination of this contract for the full period allowed by law. The defense and indemnification obligations of this contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the contract.

5.8 Statement of Offer and Signature

The Proposal shall contain a statement that the proposed system and associated fee proposal represent a firm offer for 90-days and be signed by an individual authorized to act on behalf of the Proposer.

5.9 Certification of Non-Collusion and Statement of Tax Compliance

All Proposers are responsible and required by Massachusetts General Law to submit a Certification of Non-Collusion and a Statement of Tax Compliance with their proposal. All proposers will be required to fill out, sign and submit with their Non-Price Proposal the Certificate of Non-Collusion Form included as **Exhibit A** of this RFP, and the Statement of Tax Compliance included as **Exhibit B** in this RFP.

6.0 TECHNICAL SPECIFICATIONS AND REQUIREMENTS

Park Plymouth is seeking to modernize and improve its parking citation issuance, processing and collection services, and to continue to offer and manage a parking permit program. The minimum system (hardware and software), customer service and product requirements to be provided by the successful vendor are as follows:

6.1 Parking Citation System

The vendor/contractor shall provide the PGDC/Park Plymouth with a complete parking citation system capable of issuing parking citations, retrieving registered owner (RO) information from the Massachusetts

RMV as well as out-of-state DMVs, processing citation payments, providing on-line payment and other services, preparing and sending notices to RO's for non-payment, marking and releasing RO registrations at the MA-RMV, generating daily and monthly reports, providing on-going technical and customer service support, and providing database management, back-up and off-site security services.

6.1.1 Handheld Automated Citation Issuance System. The vendor/contractor is expected to provide up to eight (8) handheld automated ticket writers and peripheral equipment with the ability to issue a parking citation with a minimum of three violations and the ability to take a color picture at any time during the citation issuance process, and can meet or exceed the requirements below.

Equipment

1. Must be lightweight, water-resistant and easy to use by non-technical personnel.
2. Must be one-piece and self-contained with a built-in thermal printer; printed tickets must remain legible and not tear or smear when they become wet.
3. Must have a scratch-resistant screen easily viewable in full sun light.
4. Must be able to function in extreme weather conditions, including damp and sub-freezing conditions, and be capable of printing tickets in the rain and winter elements.
5. Must be capable of computerized e-chalking for timed parking enforcement.
6. Must have color camera with high resolution image capturing capabilities. Images captured must be available for retrieval and viewing through the vendor's proposed parking system, with ticket images tied to the individual tickets that were issued.
7. Must be able to track/monitor employee time and location in real time.
8. Must have extended battery life (minimum of 10 hours) after charging in a re-charging cradle.
9. Must have GPS location, identification and reporting capabilities.
10. Must have integrated bar code reader capable of reading Commonwealth of Massachusetts inspection stickers as an alternative to keying in data.

It is expected that the vendor/contractor will (a) provide initial training for up to ten (10) enforcement and management personnel along with periodic ongoing training for existing and new employees, as needed, and (b) will provide timely maintenance and/or replacement of damaged or non-functioning equipment at no cost to Park Plymouth. The vendor/contractor is also expected to provide all paper ticket stock, envelopes and printer supplies to ensure that all handheld devices are fully operational at all times.

The software embedded in each of the hand-held automated ticket writer units must have the following functional capabilities:

Software

1. Must provide for wireless communications and the real-time syncing of citation data with third party parking systems (e.g., multi-space meter payment system, license plate recognition (LPR) technology, and pay-by-phone applications). Park Plymouth has twenty-three (23) Digital Luke II pay stations (Integrated Technical Services, Inc. (ITS)) and uses Passport as its smart phone payment provider.
2. Must be able to automatically transfer and upload citations issued from the handheld computer to the vendor's central server.
3. Must accept electronic files of violations and parking permits on a daily basis.
4. Must provide a user-friendly interface for ease of use and durability.
5. Must be configurable so that Park Plymouth may select data entry fields and make them a required/optional/or unused entry.
6. Must require a password/security sign to prevent unauthorized use;

7. Must support the entry of information such as vehicle make, model, color, style, plate registration, violation, void and standard codes.
8. Must allow the user to display all citation data entered to that point and to edit or modify any field without disruption of the data entry process.
9. Must allow the user to view and void any citation written by the user since the last upload of data to the host. A valid void code must be entered for the voiding of any completed citation.
10. Must support the reprinting of an issued citation such that the reprinted citation must contain the same time as the original citation not simply the time it was reprinted.
11. Must produce a voided ticket audit trail.
12. Must be able to promptly notify the user regarding citations unable to be entered for any reason (e.g., no violation code, unreadable license, etc.)
13. Upon entering a license plate/vehicle registration, must be able to automatically search the registered owners name, vehicle and scofflaw request file for a match. If a match is found, automatically enter data into the proper fields. If a match is found in the scofflaw request file, the system should display the number of citations issued in the last 90 days.
14. Upon entering a license plate/vehicle registration, must be able to automatically search the registered owners name, vehicle and current permit holders file for a match. If a match is found, automatically enter data into the proper fields with indication that RO has paid for parking.
15. Must timestamp transactions by the systems internal clock.
16. Must support standard location codes and descriptions and location comments.
17. Must provide for automatic software updates when needed.

It is expected that the vendor/contractor will provide technical support and troubleshooting assistance for all software-related issues that may arise during normal Park Plymouth business hours either directly with Park Plymouth staff or using real-time remote support capability. It is also expected that the vendor/contractor will provide a training program to Park Plymouth staff with user manuals and step-by-step instructions.

6.1.2 Citation Processing System. The vendor/contractor is expected to provide an integrated parking citation management system that satisfies the following requirements:

Equipment

1. The vendor must provide Park Plymouth with one (1) PC workstation, one (1) laser printer and two (2) receipt printers. All hardware provided must be new, state-of-the-art, and fully operational.

Software

1. The vendor must provide a total of five (5) software licenses to vendor's citation management system - four (4) licenses to be located at terminals in the Park Plymouth office and one off-site for Park Plymouth's Hearings Officer.
2. The vendor is required to print all automated ticket information according to M.G.L. Chapter 90 and the Massachusetts RMV.
3. The vendor is required to print on all manual and automated tickets that payments can be made by a) mail; b) phone c) via the internet where credit cards, debit cards, business checks and personnel checks are accepted. Payments made by mail are to be directed to the vendor's lockbox address. Payments by phone are to be directed to the vendor's place of business. Payments by internet are to be directed to the vendor's internet web site. The vendor is required to enter all manual ticket information into the computer database within 24 hours after receipt of the information. The following fields must be accepted and verified: ticket number (consisting of up to a ten digit sequence number; date and time of ticket issuance, shield number, violation location, registration

state (two character abbreviation); registration number; vehicle class code; vehicle make; vehicle color; violation code; and any other information fields that the Massachusetts RMV may require to be included on tickets.

4. The vendor is required to interface with the Massachusetts RMV no less than weekly to obtain names and addresses for vehicle registrations that have unpaid tickets.
5. The software must be able to print an exact copy of any ticket issued.
6. The vendor is required to interface directly with all remaining non-Massachusetts RMV agencies throughout the United States to acquire registration data and for preparing delinquent notices.
7. Tickets issued to owners of lease/rental vehicles should be processed pursuant to Chapter 90, Section 90E of Massachusetts General Laws. The system should allow for the change of owner's name and address upon notification from a lessor. Notices must be sent to the lessee and a monthly list of notices specifying the registration and lessee's name supplied to Park Plymouth. Vendor's system must identify these tickets and inhibit marking at the Massachusetts RMV.
8. The software must be intuitive and easy to use by non-technical personnel.
9. The service must provide for nightly back-ups/transfers (hardware, software, equipment and all data) that will be maintained, saved and archived during the contract period. The vendor will be responsible for the ongoing integrity and housing of the citations management database.
10. In addition to back-ups, the vendor will be required to maintain a disaster recovery plan for its computer facility.
11. Vendor must provide for the retention of data for ten (10) years.
12. The vendor must provide for the adequate training and ongoing technical support for office staff in the use of its citation processing system; this technical support must be provided via both an on-line web site and service as well as by telephone.
13. The vendor's system must accommodate the continued use and processing of manual parking tickets issued by the Town's Police Department and others (e.g., Harbormaster).
14. The vendor must provide customization of software to ensure that it conforms to the rules and ordinances of the Town, PGDC and the State of Massachusetts Vehicle and Traffic Laws.
15. All software/hardware must be new, state-of-the-art, and fully operational. Malfunctioning equipment shall be repaired within 24 hours of notification to vendor at no cost to Park Plymouth. If it cannot be repaired in 24 hours, vendor must exchange malfunctioning equipment for new, to be in place and operational on the next day after the vendor is notified.
16. Vendor's computer system shall be online and functioning with all services available to Park Plymouth no less than ninety-five percent (95%) of the time throughout the duration of the Contract. Failure to meet specified "up time" shall be grounds for cancellation of the contract.
17. The vendor's system should allow for the capability to access violator database from inputting the violator's last name. This would be in addition to the traditional methods of inquiry (i.e. ticket number/plate number). All information pertaining to an individual's ticket/permit history should be displayed.
18. The vendor's system must be able to be integrated with a license plate recognition (LPR) system for enforcement of permits and time limits as well as a parking garage access and revenue control system should Park Plymouth implement such a system with another contractor.
19. After data entry, the vendor must have the ability to scan all original hand-written parking tickets and have these images tied to each individual ticket file in the parking ticket system. All images must be available for review by authorized system operators in real-time.
20. The vendor is required to create a daily scofflaw file of all motorists owing 5 or more unpaid parking tickets.

In the event of the selection of a vendor other than the current vendor, the new vendor must be able to convert and take over the processing of master files currently in possession of the current vendor. The

conversion must be completed and tested, and the system fully operational within sixty (60) days of contract award. All costs of conversion must be absorbed by the selected vendor.

6.1.3 RMV Marking and Clearing. The vendor is required to have direct on-line access to the Massachusetts RMV for the purpose of inquiry, performing immediate "marks" and performing mark "clears". The vendor must describe its experience with the Massachusetts RMV, or if not currently a Registry authorized vendor, describe the vendor's ability to implement the Registry hold provisions of Section 20A of Chapter 90 of the General Laws and the process the vendor intends to follow to obtain designation as a Registry authorized vendor. The vendor must be able to complete all mark "clears" within 72 business hours. The vendor is required to provide regular reports on the number of tickets that were successfully marked by the Massachusetts RMV, as well as the number of tickets the Registry does not mark.

To minimize the delay a customer might incur with vehicle registration or licenses renewal, the vendor must be willing to provide Park Plymouth with direct, in-house, online access to the Massachusetts RMV so that its staff can release or clear "marks" directly once a customer's citation payment obligation has been satisfied

6.1.4 Issuance of Delinquent Notices. The vendor will be responsible for soliciting payment for each citation that has been issued and is past due by sending parking violation notices to the registered owner (RO) using the citation penalty guidelines provided by Park Plymouth. The content of the delinquent notices must be reviewed and approved by Park Plymouth prior to their use, and the vendor will be required to change the text of any notice within 24 hours if requested by Park Plymouth.

The vendor must be prepared to send up to three (3) notices – triggered by the period of time that has lapsed since the date of issuance – to all registered owners RO) with in-state registrations who have been issued but have not paid a parking citation(s):

- a. **Notification of Citation Issuance and Request for Payment:** This notice must be sent after seven (7) but not more than fourteen (14) days since actual ticket issuance to every in-state RO who has been issued a citation and has not paid. The notice must inform the RO that a parking ticket has been issued to a vehicle registered in his/her name, and will provide the ticket number, the issuance date and time, the location and type or code of the violation, and the fine amount that has been levied. This notice must also provide the RO with information on how a payment may be made (online, phone, mail, or in-person), how the RO can apply for an administrative appeal of the citation if so desired, and the penalty that will be assessed if payment is not received within 21 calendar days of the date of issuance.
- b. **1st Delinquent Notice:** This notice will be sent to all in-state RO's whose payment of a parking citation has not been received within **21 calendar days** of its issuance. This notice must be sent after the 21st calendar day since ticket issuance has passed, but not more than 28 calendar days after the date of ticket issuance and will inform the in-state RO that a late fee penalty has now been added to the original fine amount. The notice must also inform the RO that failure to pay the citation fine and penalty amount within an additional 21-day period – or 42 days from the date of citation issuance – will be cause for the Massachusetts RMV to "mark" the RO 's vehicle registration in its database as having unpaid parking violations. This "marking" will result in the imposition of an administrative fee by the RMV and will prohibit the RO from renewing his/her driver's license and vehicle registration until payment of all outstanding fines, penalties and administrative fees have been paid in full.

- c. **2nd Delinquent Notice:** This notice will be sent to all in-state RO's whose payment of a parking citation has not been received with **42 calendar days** of its issuance. This notice must be sent after the 42nd calendar day since ticket issuance has passed and will inform the in-state RO that his/her registration has been marked at the RMV and an RMV administrative fee has been imposed in addition to the original fine and late penalty fee.

The vendor must also be prepared to send up to three (3) notices – triggered by the period of time that has lapsed since the date of issuance – to all registered owners (RO) with **out-of-state registrations** and unpaid parking citations. The vendor must make every effort to identify the registered owner and their residence location (mailing address) for citations that have been issued to vehicles with out-of-state (non-Massachusetts) registrations. As required for an in-state RO, the vendor will be responsible for sending out the following notices:

- a. **Notification of Citation Issuance and Request for Payment:** This notice must be sent within seven (7) days of actual ticket issuance to every out-of-state RO who has been issued a citation and has not paid. The notice must inform the RO that a parking ticket has been issued to a vehicle registered in his/her name, and will provide the ticket number, the issuance date and time, the location and type or code of the violation, and the fine amount that has been levied. This notice must also provide the RO with information on how a payment may be made (online, phone, mail, or in-person), how the RO can apply for an administrative appeal of the citation if so desired, and the penalty that will be assessed if payment is not received within 21 calendar days of the date of issuance.
- b. **1st Delinquent Notice:** This notice will be sent to all out-of-state RO's whose payment of a parking citation has not been received within **21 calendar days** of its issuance. This notice must be sent after the 21st calendar day since ticket issuance has passed, but not later than 28 calendar days after the date of ticket issuance and will inform the out-of-state RO that a late fee penalty has now been added to the original fine amount.
- d. **2nd Delinquent Notice:** This notice will be sent to all out-of-state RO's whose payment of a parking citation has not been received with **42 calendar days** of its issuance. This notice must be sent after the 42nd calendar day since ticket issuance has passed and will represent the final request for payment of the citation(s).

Notices are to be addressed to the vehicle's registered owner based upon registration files from the various states' DMV agencies. Vendors must actively pursue locating new addresses for violators whose notices have been returned for lack of a valid address and not send further notices until a new address is obtained. Vendor will be required to show proof of this required activity at any time during the duration of the contract.

A monthly report shall be submitted by the vendor to Park Plymouth with monthly invoicing that shows the number of each type of notice sent along with the number of address inquiries and updates made during the month.

6.1.5 Citation Payment System. The vendor must provide a citation payment system with the following capabilities and features:

- 1. The vendor's citation payment system must allow the vendor to directly input all citation payments that are received at their place of business. The vendor must process all of these citation payments and deposit the monies collected in a PGDC/Park Plymouth bank account on a daily basis.

2. The vendor's payment system must also provide a secure, interactive, real-time website and interactive voice response (IVR) system that will allow customers to review the status of any current citation(s) fine amount and late fees, to pay or obtain information on how to pay their current citation(s) and obtain additional information. The system must be capable of securely accepting credit (VISA, MasterCard, Discover and American Express) and debit card payments and be secured with the latest encryption technology (PCI compliant). All credit/debit-card payments must be processed with real-time authorization. No fees for web-based or phone-based payments may be passed on to Park Plymouth.
3. The secure website hosted by the vendor must be updated in real time and be able to display all outstanding parking tickets for a specific vehicle registration immediately after entry.
4. The vendor's system must have the ability to input payments received in person at the Park Plymouth Office and be integrated in real-time with the system database.
5. The vendor's system must provide for payment reversals due to bad checks and the reinstatement of a ticket as the result of a bad check fee.
6. The vendor's system must provide customers with the ability to submit an appeal on-line by entering all necessary information required by Park Plymouth.

6.1.6 Report Requirements. The vendor will be responsible for the programming and issuing of all reports listed below in electronic format. Monthly reports must be provided within the first 5 calendar days of each month. The vendor shall fulfill any requests for new reports or modifications to existing reports that may be made by Park Plymouth. Park Plymouth must also have the ability to generate reports directly from the vendor's parking ticket system, including the ability to export, filter and sort by all of the data field available to the vendor.

1. *Monthly New Ticket Report* showing the new tickets entered on the master file, issued by date and fine amount.
2. *Monthly Payments Collected Report* showing all ticket payments processed by a specified date of processing including ticket numbers, amount paid, pay date, issue date, notice mailing date and totals for each day and each report.
3. *Monthly Out-Of-State Report* showing all tickets issued to out-of-state plates by state/plate, 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 total.
4. *Monthly Handicapped and Out-of-District Reports* showing tickets issued for handicapped parking violations and violations issued by Plymouth Police and Harbormaster, ticket payments, penalty amounts and total dismissed tickets.
5. *Monthly Report* listing all outstanding violations on each plate sorted alphabetically by the name of the registered owner. The report will include the plate number, violation number, fine, penalty, reduction, paid and due amounts.
6. *Monthly Disposition Report* listing by state/plate number, the violation numbers of tickets dismissed during the month on each plate, including the dollar amount for each ticket dismissed and total dollar amount for each plate and the total number of tickets dismissed that month and the total dollar value of tickets dismissed during the month.
7. *Weekly Scheduled-Hearing Report* showing all tickets scheduled for hearing with ticket number and amount, date of issue, hearing date and time, state/plate name and address of owner.
8. *Monthly RMV Scofflaw Report* by license plate, showing the total plates flagged for non-renewal at the Massachusetts RMV.
9. *Daily On-Line Cashiering Report* listing all payments and adjustments by ticket number, amount, method of payment, cashier, date and plate number.

10. *Weekly Noticing Activity Report* showing by plate number, the noticing activity with mail date, ticket, number, name, address and amount due
11. *Weekly RMV Make Match Failure Report* showing by ticket number the tickets that failed to match up with RMV file information.
12. *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 due.
13. *Monthly Tickets Issued by Badge Number Report* listing the number of tickets issued by each Park Plymouth officer by badge number by violation code.
14. *Monthly Financial Report Summarizing Citations/Permit Performance* in Excel Format – this customized report will need to be in a format approved by Park Plymouth.
15. *Other Reports as may be required.*

6.1.7 Other Required Services/Specifications. The vendor is also expected to be able to provide the following services:

1. Toll-Free Support Phone Number: A toll-free number for Park Plymouth to contact vendor services/support is required. The phone/vendor support shall be operational at a minimum Monday through Friday from 9 a.m. to 5 p.m. eastern standard time.
2. On-line Appeals: The vendor must provide the capability for the public to file appeals electronically through an interactive website, including the ability to upload supporting documentation. As appeals are processed, the parking ticket database must be updated in real-time and the ticket(s) in question must automatically be put on hold pending Park Plymouth's Hearing Officer's review of the appeal.
3. File Purge: Park Plymouth may request that certain records (of violations/violators) be purged from the violations master file. The vendor must forthwith purge such records from the operating file, while retaining all purged information on computerized disks for possible future reference or use, as Park Plymouth deems appropriate. Any file purges required by Park Plymouth during the term of the contract will have no impact on the price charged by the Vendor for services under this RFP.

6.2 Parking Permit System

The vendor must be capable of providing Park Plymouth with a permit management solution that will allow for the annual issuance of multiple types of parking permits, collect the verification documents required by each permit type (if any), collect permit payments, and track permit activity levels and revenues on an ongoing basis.

1. The permit management system must include an interactive web-based permit system that is available 24/7 to all existing permit holders and can accept, process and track payments made online for the renewal of any parking permit issued by Park Plymouth.
2. The on-line permit system must be designed to allow existing permit holders to review the permit parking rates, renew an existing (prior year) permit, upload verification documents, and pay the applicable permit fee on-line. All permit payments received on-line by the vendor must be deposited on a daily basis in accordance with PGDC/Park Plymouth instructions.
3. The permit system must be integrated and synced with the citation management system in real time to ensure that parking citations are not issued to paid permit holders.
4. The permit system must also be accessible to Park Plymouth and allow for the direct input of vehicle owner and registration information and payment information associated with all parking permits that are issued annually directly by Park Plymouth staff at their office location.

5. The vendor's permit system must be capable of producing daily and monthly reports on all permit activity and revenue generated by permit type.

7.0 PROPOSAL REQUIREMENTS AND FORMAT

All information in the proposal should be organized and presented as directed below. The proposal should provide a straightforward and concise description of the Proposer's commitment and ability to provide the equipment and services described in this document. Excess or irrelevant material will not be favorably received. A proposal may be deemed to be non-responsive, at the Evaluation Committee's discretion, if a Proposer fails to comply with the following instructions.

7.1 Non-Price Proposal

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

Part 1: Introductory Letter of Vendor (no more than 2 pages) – this letter must state the name of the person(s) authorized to represent the Proposer in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result from negotiations, and the contact person's name, mailing address, phone and fax numbers and email address. The vendor must also acknowledge in this letter the receipt of all addenda to the RFP that may have been issued by Park Plymouth during the RFP process, if any.

Part 2: Qualifications, Experience and References – the Proposer must provide a description of the experience and expertise of its staff in providing services to other municipalities in Massachusetts, New England and nationally that are similar in scope and size to the system being requested by this RFP. The proposer must identify and provide references for a minimum of five (5) municipalities currently utilizing the Proposer's services. Proposer should list the contact information for communities in Massachusetts first. If there are not five (5) Massachusetts references, list other New England communities second. If there are not five Massachusetts and New England communities combined, list non-New England communities last.

Descriptive information should include, at a minimum:

- Client's name, contact person, address and services provided;
- Names of key staff that participated on the projects and their specific responsibilities;
- Brief description of the type and extent of the services and equipment provided;
- Completion dates (estimated, if not yet completed);
- Total cost (annual).

Proposers are encouraged to provide performance measures on similar projects that can be documented, such as the percentage of outstanding violations collected, etc. However, no cost information shall be associated with this section; costs are to be submitted under separate cover in the price proposal. Failure to comply with this requirement will result in disqualification of the Proposer.

Part 3: Project Understanding and Technical Response – Proposers shall demonstrate their ability to perform the requested services by addressing each of the specifications and requirements listed in Section 6.o. Proposer should provide description and capabilities of their hardware, software, equipment and proposed devices in demonstrating capabilities and provide supporting documentation when practical. Supporting documentation to demonstrating ability to perform requested services may include but not be limited to, sample financial/management reports, web-based permit, appeals and citations payments

samples, sample delinquent notices, product cut-/specification sheets/brochures, reports, delinquent notices, violations, photo records, etc. To the extent that the system, equipment or service does not have the features/specifications outlined, the deviation must be noted and a brief explanation provided. To the extent that the proposed system exceeds the listed specifications or provides features that are above and beyond what is requested, and may be of value to Park Plymouth, the benefits and features should be highlighted in the proposal. If the vendor believes that any of the specifications/requirements included in Section 6.0 would not be to the benefit of Park Plymouth they should include a reason supporting that belief.

Part 4: Conversion, Installation and Roll-Out Plan – Proposers shall provide a plan for conversion, installation and roll-out of the new system whether it is an upgraded/updated system in the case of the existing vendor or a new system in the case of a proposed new vendor.

Part 5: Optional Collection Plan for Backlogged Parking Tickets - Park Plymouth has a 10-year backlog of unpaid tickets. The older the tickets get, the harder they are to collect. As such, prospective contractors must submit a detailed plan for collecting the backlogged ticket fees and penalties focusing on tickets over two years old. This optional plan should qualitatively detail collection efforts that go above and beyond what is required in the scope of services (i.e. downloading back-logged violations into the active citations management database, noticing, marking citations at the RMV, etc.). The vendor should highlight any success stories from other contracts in this regard. Under no circumstances should any cost data for this optional plan and services be provided in the non-price proposal or in the price proposal.

Part 6: Security & Privacy Standards Compliance Statement - Describe the vendor’s security and privacy procedures attaching relevant policies and indicating the extent to which the vendor and product is compliant with the required specifications, PCI Data Security Standards and with Massachusetts data privacy regulations with respect to standards for the protection of personal information. Vendors must identify any material litigation, disciplinary actions or penalties, and/or administrative proceedings (of any kind) currently affecting your firm or involving allegations of security law violations of the firm and the disposition of such litigation, actions, penalties or proceedings.

Part 7: Certificate of Non-Collusion and Tax Compliance Statement – Provide the Certificate of Non-Collusion Form included as **Exhibit B** of this RFP, and the Statement of Tax Compliance included as **Exhibit C** of this RFP.

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

7.2 Price Proposal

Compensation for services provided will be based on the Proposer’s detailed Price Proposal to furnish the services and equipment detailed in their proposal.

The Price Proposal shall identify all costs associated with the comprehensive system being proposed, including hardware, software, installation, project management, training, support and maintenance. Maintenance cost shall be provided for a term of three (3) years from the date of system installation. Unit costs are to be provided for the handheld citation issuance devices so that Park Plymouth can determine how many devices they may want based on cost and budget.

Reimbursable expenses shall not be allowed unless negotiated prior to a contract. In addition, price escalations during the contract term are discouraged and will not be allowed unless negotiated prior to contract execution.

All Proposers must complete the Price Proposal Form included in **Exhibit D** of this RFP and submit it in a separate, sealed envelope labeled "Price Proposal Parking Citation Processing and Permit Management Services." Proposers must ensure that all of the unit costs to be incurred by PGDC/Park Plymouth over the duration of the contract are fully disclosed in its Price Proposal.

8.0 PROPOSAL EVALUATION AND SELECTION PROCESS

This section outlines the proposal evaluation, selection and contracting process.

8.1 Evaluation Process

All proposals submitted in accordance with the requirements of the RFP will be reviewed and evaluated in accordance with MGL Chapter 30B by an Evaluation Committee created by the PGDC. The rating of proposals will be based upon an evaluation and analysis of the information and materials required under the RFP, as well as possible interviews with, and equipment demonstrations by, candidate firms. The Evaluation Committee may choose to interview a select number of proposers. Proposers should be prepared to make a presentation, including an operating demonstration of the proposed equipment and software.

Each proposal shall consist of two (2) separate parts, a Non-Price Proposal and a Price Proposal, which shall be evaluated separately. Non-Price proposals will be scored based on the comparative evaluation criteria listed below and a defined rating system for each criterium of: "Highly Advantageous", "Advantageous", "Not Advantageous" or "Not Acceptable". After evaluating the Non-Price Proposals, the price proposals will be opened.

8.2 Comparative Evaluation Criteria

1. Completeness of Proposal and Service Plans:

Highly Advantageous: Proposers whose overall proposal and service plans are highly defined and developed with an exceptionally clear and focused strategy.

Advantageous: Proposers whose overall proposal and service plans are well defined and developed with a clear and focused strategy.

Not Advantageous: Proposers whose overall proposal and service plans are not well defined and developed or strategy is unclear and unfocused.

Not Acceptable: Proposers whose overall proposal and service plans are not well defined and developed and strategy is unclear and unfocused.

2. Specifications/Service Requirements:

Highly Advantageous: Vendor whose proposal meets 100% of service requirements defined in Sections 5 and 6.

Advantageous: Vendor whose proposal meets at least 95% of service requirements defined in Sections 5 and 6.

Not Advantageous: Vendor whose proposal meets at least 90% of service requirements defined in Sections 5 and 6.

Not Acceptable: Vendor whose proposal meets less than 90% of service requirements defined in Sections 5 and 6.

3. **Security and Privacy Standards Statement:** The vendor is required to describe its security and privacy procedures, and provide copies of all relevant policies indicating the extent to which the system and products being proposed are compliant with the required specifications, PCI Data Security Standards and with Massachusetts data privacy regulations with respect to standards for the protection of personal information. Vendors must identify any material litigation, disciplinary actions or penalties, and/or administrative proceedings (of any kind) currently affecting your firm or involving allegations of security law violations of the firm and the disposition of such litigation, actions, penalties or proceedings.

Highly Advantageous: Exceptional level of demonstrated security and privacy standards compliance via policies, procedures and product certifications in statement.

Advantageous: Good level of demonstrated security and privacy standards compliance via policies, procedures and product certifications in statement.

Not Advantageous: Fair level of demonstrated security and privacy standards compliance via policies, procedures and product certifications in statement.

Not Acceptable: Poor level of demonstrated security and privacy standards compliance via policies, procedures and product certifications in statement.

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

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

Advantageous: Significant demonstrated record of success in Massachusetts, New England and nationally with more favorable than unfavorable references on similar projects.

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

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

9.0 SELECTION AND CONTRACT AWARD

Proposers will be notified of any required additional information and/or request for a presentation to the PGDC Board of Directors after the written proposals have been evaluated. Information provided during any interview, on-site demonstration, or equipment testing shall be taken into consideration when evaluating the Proposers system. The PGDC/Park Plymouth will not reimburse the Proposer for the costs associated with the interview or on-site demonstration process.

PGDC reserves the right to select the firm and award the contract to the most advantageous proposal, taking into consideration both technical and price aspects of the proposals submitted, and shall not be required to award to the firm submitting the lowest cost proposal.

PGDC reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defect if, in the organization's sole judgment, the best interests of PGDC/Park Plymouth will be so served.

PGDC has the right to require any clarification or change its needs in order to understand the Proposer's approach to the project and scope. Any changes to the proposal will be made before executing the contract and will become part of the successful proposer's contract.

The PGDC Board of Directors must approve the final contract with the selected bidder. PGDC anticipates having a contract signed with the successful proposer on or before December 18, 2019.

EXHIBIT A: Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this Proposal has been made in good faith and without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, business, joint venture, partnership, corporation, union, club, association, entity or legal entity. The undersigned also certifies that the prices quoted in the submitted Price Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest.

Bidder: _____

Address: _____

Telephone/
Fax/Email: _____

Authorized Signature: _____ Date: _____

Print Name: _____

Title: _____

EXHIBIT B: Statement of Tax Compliance

Pursuant to M.G.L. c. 62C, § 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Bidder's Name

Social Security No. or Federal Identification No.

A. IF A CORPORATION:

State in which incorporated: _____

Corporate Office Name: _____

Corporate Office Title: _____

Date: _____

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

B. IF A PARTNERSHIP OR LLC (Name all Partners)

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

Approval of a contract or other agreement will not be granted unless this statement is signed by the Proposer.

Authorized Signature: _____ Date: _____

EXHIBIT C: Price Proposal Form

All Proposers must submit a price proposal that will allow PGDC/Park Plymouth to determine the total cost of all the equipment, hardware, software and services being requested in this RFP. The form below provides a listing of the products and services that are being requested. Proposers should feel free to modify this list as appropriate so as to ensure that all of the unit costs to be incurred by PGDC/Park Plymouth over the duration of the contract are fully disclosed. Any Price Proposal that fails to disclose any unit or other cost of the system(s) being provided may be considered "not responsive" and rejected without further consideration.

Unit and other prices provided by the Proposer should assume the following:

- Park Plymouth enforcement staff will issue approximately 18,750 new parking citations annually;
- Approximately 14,000 delinquent notices will be mailed annually;
- All credit card payment processing and customer service fees associated with the on-line and IVR payment systems of the proposer will be passed onto the customer in the form of a transaction fee (no reimbursement from PGDC/Park Plymouth);
- Payments for approximately 18,000 parking citations will be received and deposited annually;
- Of those 18,000 citation payments, approximately 10,000 payments will be received via the on-line and IVR systems, 5,000 will be received and processed at the vendor's location, and 3,000 will be processed by Park Plymouth at its office;
- Approximately 1,500 parking permits will be sold annually, with only about 50 of the 1,500 permits renewed and paid for on-line.

Please indicate if you will offer any software/hardware upgrades that your firm develops during the contract period to Park Plymouth at no cost:

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

AUTHORIZED SIGNATURE:

Print or Type Name

Title

Company Name

Street/City/State/Zip Code

E-mail Address

Telephone Number

Fax

PRICE PROPOSAL FORM

Proposed Prices

Hardware Expenses	Units	Unit Price *
One (1) Computer		
Two (2) Receipt Printers	per printer	
One (1) Laser Printer		
Eight (8) Hand-held Citation Writers (e.g., N5 devices) w/printers	per unit	
With data plan		
Without data plan		
Handheld Peripherals (e.g., batteries, charger cradles, screen protectors)		
Citation Paper Stock	per citation	
Envelopes for Citations	per citation	
Maintenance (repair, replacement)		
Software Expenses	Units	Unit Price*
Five (5) citation management software licenses	per license	
Installation of hand-held citation management software		
Integration of Hand-held devices with pay-by-phone provider (Passport)		
Integration of Hand-held devices with multi-space pay station provider (ITS)		
Access to all standard reports, alerts and handheld reporting utility		
Permit management software license		
Back Office Services	Units	Unit Price*
Issuance (electronic) cost per citation	per citation	
Preparation and mailing of delinquent violation notices (w/postage)	per notice	
Receipt, processing and deposit of all mail-in payments	per item	
Acquisition of RO Information (in-state)	per citation	
Acquisition of RO Information (out-of-state)	per citation	
Processing of Mass RMV marks and releases	per hit	
Secure IVR and on-line citation payment system**	per citation	
Secure parking permit management and payment system**	per permit	
Secure on-line appeal system		
Training and Support Services	Units	Unit Price*
Annual training, ongoing telephone support, annual reviews		
On-line technical support for Park Plymouth customers re: on-line services		
Transition Expenses	Units	Unit Price*
Retrieval and conversion of parking violation data files		
Installation of citation processing and permit management systems		
Travel expenses for system(s) installation		
On-site training		

*The unit prices provided should reflect the total cost to the PGDC/Park Plymouth during each of the 3 years in the contract term. If a sliding rate scale is proposed, the Proposer should indicate the appropriate unit prices for each of the three years, or the basis on which the rate might change over the term of the contract.

** Indicate the per transaction fee that would be charged to the public for processing an on-line payment; assume that all payments are processed through the vendors merchant account and deposited daily in the designated PGDC/Park Plymouth bank account.