



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

October 5, 2016

City Council President Linda Morad
Honorable Members of the City Council
City Hall
New Bedford, MA 02740

Dear Council President Morad and Honorable Members:

I am submitting herewith for your consideration a proposed Order authorizing extension of the Complus Parking Citation Data Processing contract for an additional five (5) years upon the same terms and conditions as presently exist. City Council approval of the extension beyond the initial 3-year term is required by Massachusetts General Laws Chapter 30B.

Complus has been an excellent contractor for the past three years. The price of the contract (\$1.30 per ticket processed) is well below market rate and a bargain to the city.

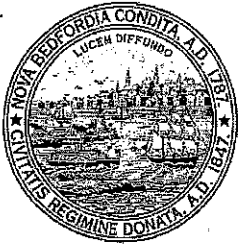
A copy of the existing contract and Change Order authorizing the extension are enclosed for you review.

Thank you for your assistance in this matter.

Very truly yours,

Jonathan F. Mitchell, Mayor

Enc: Proposed Order



City of New Bedford

OFFICE OF THE TRAFFIC COMMISSION

The Elm Street Garage

51 Elm Street

New Bedford, MA 02740

Tel. (508) 961-3153

Fax: (508) 979-1716

Jon Mitchell, Mayor

Scott Downing
Parking Clerk

October 4, 2016

Mayor Jonathan F. Mitchell
City Hall
133 William Street
New Bedford, MA 02740

Re: Extension of Complus Parking Citation Data Processing Contract

Dear Mr. Mayor,

I am pleased to submit for your approval and the approval of the City Council a request and Order to extend the existing Complus Parking Citation Data Processing contract for an additional five (5) years upon the same terms and conditions as presently exist. Approval of the contract term beyond the initial 3-year term is required under M.G.L Chapter 30B.

Complus has agreed to hold its contract price (\$1.30 per ticket processed) during the term. The price is substantially below market rate and their service has been exemplary.

A copy of the existing contract and Change Order authorizing the extension are enclosed for your review.

Thank you for the assistance in this matter.

Truly,

Scott Downing
Executive Secretary
New Bedford Traffic Commission



CITY OF NEW BEDFORD

CITY COUNCIL

October 27, 2016

Ordered, that the existing contract for Parking Citation Data Processing between the City of New Bedford and Complus Data Innovations, Inc. dated October 16, 2013, be extended for an additional term of five (5) years until October 31, 2021 upon the same terms and conditions as presently apply, i.e. \$1.30 per ticket processed. Approval of said extension beyond the initial 3-year term is required by Massachusetts General Laws Chapter 30B.

**CITY OF NEW BEDFORD
STANDARD CHANGE ORDER FORM**

Contract or P.O. Number: 14293337A	Consultant: Complus Data Innovations, Inc.
Project Name: Parking Citation Data Processing	Original Contract or P.O. Date: October 16, 2013
Change Order #: 1 Change Order Date: October 31, 2016	G/L Account Number: 02930000 - 520270
Contract Change Is As Follows: Contract extended via option for five (5) years until October 31, 2021 upon the same terms and conditions as presently exist. Consultant to supply additional equipment (one (1) additional handheld device) as agreed to prior to execution.	

Not valid until signed by Vendor, Dept. Head, Auditor, Purchasing Dept., Solicitor, CFO and Mayor

Original Contract Amount	\$ 168,480.00 (3yr.) (\$1.30/ticket)
Net change by prior Change Orders	\$ 0.00
Contract Sum prior to this Change Order	\$ 168,480.00
Net change by this Change Order	\$ 450,000.00 (5yrs@\$90,000/yr.) (\$1.30/ticket)
New Contract Sum including this Change Order	\$ 618,480.00
Contract Term Adjustment	Plus (5) years
New Contract Completion Date	October 31, 2021

Consultant: Complus Data Innovations, Inc.	CITY OF NEW BEDFORD, MASSACHUSETTS
By: _____ Title: _____	By: Jonathan F. Mitchell Title: Mayor
Certified that funds are available	Department
By: Robert Ekstrom Title: City Auditor	By: _____ Title: _____
	CFO
	By: Ari Sky Title: Chief Financial Officer
APPROVED as to Form and Legality	PURCHASING DEPARTMENT
By: Shannon Shreve Title: Counsel II	By: Debra Travers Title: Chief Procurement Officer

The parties acknowledge that they have read and understand this Change Order and agree to be bound by its terms. The parties further agree that the complete and exclusive agreement between the parties relating to the services described herein consists of this Change Order. This Change Order supersedes all proposals or other prior acknowledgements, oral or written, and all other communications between the parties relating to this subject. This Change Order is an amendment to the original contract between the parties, and all contract provisions shall apply, unless specifically exempted.



Providing top notch services in the most cost effective manner possible is central to the Complus solution. With New Bedford's contract extension and **without increasing costs to the City**, Complus will:

- Continue to deliver the management tools that have been instrumental in the City's successful parking solution.
- Upgrade the City's current handhelds to the Two Technologies N5 Print for enhanced technology and added enforcement capabilities.
- Include an additional handheld device for a total of seven (7) units.

Fee Schedule for a Five-Year Contract Extension:

- **\$1.30 per issued ticket**

The following list of the hardware, software, and services are included with the City's contract extension.

Hardware and Software	Included
Seven (7) – Two Technologies N5 Print Handheld Ticket Writers	X
Handheld peripherals including batteries, car chargers, charger cradles, cases, screen protectors, and styluses	X
Proprietary Handheld Ticketing and Enforcement Software	X
Integration with MobileNOW! (future integration with pay station provider assuming API available)	X
Handheld Ticket Stock	X
Four (4) – Personal Computers	X
Two (2) – Cash Register Drawers	X
Three (3)- Receipt Printers	X
Four (4) – Laser Printers	X
Five (5) – FastTrack™ Software Licenses	X
Access to Crystal Reports and standard monthly reports	X
Access to Handheld Reporting Utility	X
Handheld Maintenance	Included
Maintenance, repair, and replacement of the handheld equipment for normal wear and tear	X
Back Office Support Services	Included
Preparation and mailing of delinquent violation notices, including postage costs	X
Massachusetts and Nationwide DMV queries for registered owner information	X
Processing of Massachusetts DMV marks and clears	X
Online Services	Included
Secure online and IVR ticket payments	X
Training and Support Services	Included
On-site training for handheld users and refresher/new staff training as needed (includes travel expenses)	X
Ongoing toll-free telephone support for New Bedford personnel	X
Online email technical support for New Bedford violators (<i>Webmaster</i>)	X

**Data plan costs for real-time handheld ticket transmission is reimbursable to Complus (if applicable).*



City of New Bedford, MA

The signing of the enclosed copy and returning to Complus will indicate New Bedford's acceptance of this Agreement, and the Terms and Conditions contained therein.

Accepted by:

COMPLUS DATA INNOVATIONS, INC.

CITY OF NEW BEDFORD



Name: Stephen J. Hittman

Name:

Title: C.O.O

Title:

Date: 10/19/16

Date:

APPENDIX A

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF NEW BEDFORD
133 WILLIAM STREET
NEW BEDFORD, MASSACHUSETTS
AND
Complus Data Innovations Inc
560 White Plains Road, Tarrytown, NY 10591**

October 16, 2013

WHEREAS, the **CITY OF NEW BEDFORD, MASSACHUSETTS**, a municipal corporation, 133 William Street, New Bedford, Bristol County, Massachusetts 02740, hereinafter referred to as the "City," acting by and through its Traffic Commission, has need for the services of a Parking Citation Data Processing Company

WHEREAS, Complus Data Innovations, Inc. hereinafter referred to as (the "Consultant") submitted a proposal to perform the Scope of Services described herein in Appendix "A" and undertake related duties and responsibilities required under this Agreement; and

WHEREAS, the Consultant's proposal indicates that it is qualified by experience and training to perform said Scope of Services and undertake the duties and responsibilities required under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the City and Consultant hereby agree as follows:

This Agreement is comprised of Part I and Part II, and includes all appendices, attachments, submitted documents, addenda, technical proposal, the price proposal and all documented negotiations relevant to the proposal. Part I includes details of the services to be performed, schedule of the services, and compensation. Part II contains the Terms and Conditions of Agreement, which are the general terms of the engagement between the City and Consultant.

PART I SCOPE OF SERVICES

The complete Scope of Services, Schedule, and Budget for performance of the Scope of Services are contained herein in Appendixes A, and B and C respectively. The Scope of Services, Schedule, and Budget may be modified by agreement of the City and Consultant, providing any such modification complies with applicable law. The Consultant shall perform services by specific Task authorized by its proposal or on an as needed basis by Change Order or Work Order in accordance with this Agreement.

PART II TERMS AND CONDITIONS

The City's engagement of the Consultant is under the following terms and conditions that form an integral part of this Agreement:

1. **Scope:** The Scope of Services, Schedule, and Budget encompass the entire time of performance of the Agreement regardless of whether the term exceeds three (3) years.
2. **Prices; Term:** All prices contained in the Budget attached hereto as Appendix C shall remain the same throughout the term of the Agreement.
3. **Services Actual Amount:** The services required for the proposed contract are an actual amount.
4. **Appropriation; Termination:** The City may terminate this Agreement if funds are not appropriated to support continuation of performance beyond the first year.
5. **Payment Responsibility:** Payment to Consultant is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
6. **Commencement:** All schedules set forth in the Scope of Services commence upon the execution of this Agreement.
7. **Compensation:** The City will compensate Consultant for the satisfactory performance of the Tasks included in the Scope of Services as agreed upon in Appendix A. Compensation will be based on the proposed price to perform the respective Task. Total compensation for all services rendered by the Consultant under Phase I of this Agreement shall not exceed \$ 168,480.00, unless authorized by a Change Order duly executed by Consultant and the City. Compensation for subsequent Phases will be determined after the details of each respective Phase have been priced and presented to the City by Consultant and, if accepted by the City, shall be subject to Change Order.
8. **Invoices:** Consultant shall submit a monthly invoice no later than the 15th day of each month for services rendered the previous calendar month. Invoices shall include an attached progress report clearly describing the monthly and cumulative progress for each Phase. Where applicable, invoices shall include a description of services provided, labor categories, and for each labor category the hourly rate(s) and number of hours billed. The City will compensate Consultant for each Phase, or percentage thereof, completed during the invoiced month. The City shall make all reasonable efforts to process payments within thirty (30) days from the date of receipt of each invoice. The City shall give prompt written notice of any disputed invoice amount and shall pay the amount not in dispute.

9. **Insurance:** Consultant agrees to carry the following Insurance, with the City clearly designated as additional insured, during the term of this Agreement. Prior to execution of the Agreement, Consultant shall provide proof of the following coverage:

- Workers Compensation and Employer's Liability Insurance in compliance with statutory limits;
- Liability Insurance with \$1,000,000 General Liability Coverage
- \$2,000,000 General Aggregate Liability coverage
- Certificate of Errors and Omissions Insurance will also be required with \$1,000,000 minimum coverage
- Automobile Liability Insurance including non-owned and hired automobiles with combined single limit of \$1,000,000 per accident

Prior to execution of this Agreement, Consultant will furnish certificates of insurance evidencing the above coverage to the City for the City's review and approval.

10. **Indemnification:** Consultant agrees to indemnify and hold the City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent of its applicable insurance coverage and to the extent that such judgments, losses, damages or expenses are caused by Consultant's negligent acts, errors, or omissions arising out of its performance of services under this Agreement.

11. **Delays:** Consultant shall not be responsible for failure to perform or for delays in the performance of services that arise out of causes beyond the control and/or without the fault or negligence of Consultant. Consultant shall notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.

12. **Services for Use of City:** Consultant's services will be performed on behalf of and solely for the benefit and exclusive use of the City and the City's agents and designees for the limited purpose set forth in the Agreement. The City acknowledges that Consultant's services require decisions that are not necessarily based upon science, but rather upon judgmental considerations.

13. **Ownership and Use of Documents:** All documents prepared or received by Consultant in its performance of this Agreement, including all drawings, designs, specifications, notes, field notes, computer files, data and other documents shall be delivered to and become the property of City. Consultant agrees not to assert any rights or establish any claim under patent, copyright or other laws with respect to the City's ownership of said documents and hereby grants the City an irrevocable royalty-free license to all such documents, including the right to use them on any other City projects without additional cost to the City. Consultant bears no responsibility whatsoever for reuse by the City of documents prepared under this Agreement for any other purpose than originally intended, and the City agrees to defend, indemnify, and hold harmless Consultant from all claims, damages and expenses (including reasonable litigation fees and costs) arising out of such reuse or alteration by the City or others acting through the City. Consultant shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of this Agreement, makes any statement bearing on the work performed or data collected under this Agreement to the press or issues any material or publication through any medium of communication. If the Consultant, or any of its officers, agents, employees or subcontractors, publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-

exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the publication.

14. **Confidential Information:** Consultant acknowledges that its services hereunder are being rendered to the City of New Bedford Office of Planning, communications, reports, findings, conclusions, theories, and other work, however characterized, performed by Consultant hereunder is not to be divulged to any person or entity other than Office of City Planner, City of New Bedford, or persons designated by he/she as privileged to receive such information. Consultant further acknowledges that it may receive confidential information as it provides services under this Agreement and agrees that neither it nor its employees, officers, agents, attorneys, subcontractors or other representatives, however described, shall discuss, relay, transmit or otherwise divulge such information in person or by print or electronic media, whether by telephone or e-mail, with or to any person who is not privileged to receive such information by virtue of this Agreement or applicable state or federal law, statute or regulation. This prohibition is absolute, the violation of which will constitute grounds for the City's termination of this Agreement.

15. **Independent Contractor:** Consultant is an independent contractor, solely responsible for methods and means used in performing the services under this Agreement, and is not an employee, agent, or partner of the City. Consultant is not authorized to enter into any agreement with any party on behalf of the City.

16. **Certifications:** Consultant certifies under the pains and penalties of perjury pursuant to M.G.L. c. 62C, § 49A that the Consultant has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and pursuant to M.G.L. 151A, § 19A(b), has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker's Compensation, M.G.L. c. 152.

17. **Licenses; Permits:** The Consultant also represents that he is qualified to perform all services required under this Agreement and has obtained all requisite licenses and permits to perform these services.

18. **Appropriations; City's Obligations:** Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Agreement for the present or any subsequent fiscal year following the fiscal year in which the Agreement is executed are subject to appropriation by the City of funds sufficient to discharge the City's obligations that accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Agreement shall be terminated immediately upon the Consultant's receipt of notice to said effect without liability or damages, penalties or other charges arising from such early termination. Expenditures under this Agreement for services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated or authorized for said fiscal year. The Consultant's yearly costs, as contained herein, may not exceed the amount appropriated for the year.

19. **Records; Inspection:** The Consultant shall maintain books, records and other compilations of data pertaining to the requirements of this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is

commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The City, or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Consultant which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, reviews, and copying of records.

20. **Notices:** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail Jeff Grossman for the Consultant and Scott Downing, 51 Elm Street, New Bedford, Massachusetts 02740, for the City.

21. **Representations; Reliance:** In entering into this Agreement, the City and Consultant have relied only upon the representations set forth herein. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the City or Consultant relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between the City and Consultant.

22. **No Inducement:** Consultant certifies that neither it nor any of its employees, agents, officers, attorneys, subcontractors or representatives, however described, has given, offered or agreed to give any person, corporation or other entity any gift, contribution, offer of employment or other reward as an inducement for, or in connection with, the award of this Agreement.

23. **Solicitation:** Consultant certifies that no person, corporation or other entity, other than a bona fide full-time employee of Consultant, has been retained or hired by Consultant to solicit for or in any way assist Consultant in obtaining this Agreement upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the Agreement to Consultant.

24. **Accounting:** Consultant agrees to maintain internal accounting controls and permit the City to view its audited financial statements in camera at Consultant's offices upon city's request.

25. **Waivers:** A waiver by either the City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach. Forbearance or indulgence of a breach of this Agreement in any form or manner by either the City or Consultant shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

26. **Invalidity; Severability:** The invalidity, illegality or unenforceability or any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The City and Consultant further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close to possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27. **Termination for Cause:** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure its failed performance or to submit a plan for such cure acceptable to the other party. All notices hereunder shall be delivered by certified mail, return receipt requested.

28. **Termination for Convenience:** The City may terminate or suspend performance of this Agreement for the City's convenience upon Consultant's receipt of written notice from the City. Consultant shall terminate or suspend performance on a schedule acceptable to the City, and the City shall pay Consultant for all the services performed through and including the date of Consultant's receipt of such notice. Upon restart, if performance is suspended hereunder, an equitable adjustment may be made to Consultant's compensation and schedule. An equitable adjustment shall not apply to work suspended or terminated due to Consultant's failure to perform in accordance with the terms of this Agreement. Upon termination of this Agreement, with or without cause, Consultant shall, within 14 days, submit to the City all documents and information, as described in Paragraph 13 above herein, in its possession, and shall submit final payment invoice information. The City shall not make final payment until Consultant submits all said documents and information. The City shall place in escrow any amount of the final payment that it disputes is due, and, upon placing said amount in escrow, Consultant shall surrender all said documents and information as though it had been paid in full.

29. **Dispute Resolution:** The City and Consultant agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve by the dispute by direct negotiation or mediation. Any dispute that cannot be resolved by this negotiation will be submitted to mediation conducted in accordance with the current Industry Mediation Rules of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ARD) as they may mutually agree upon. City and Consultant agree that, in the event their dispute resolution procedures as described above do not resolve any disagreement among them, and any party elects thereafter to institute legal proceedings, the forum for any such action relating to this Agreement shall be in courts located in the Commonwealth of Massachusetts, either state or federal.

30. **Successors and Assigns:** The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

31. **Assignment; Transfer of Ownership:** Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. The City reserves the right to terminate this Agreement by written notice in the event of a sale or transfer of ownership in the Consultant's business entity, however constituted. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Further, except as noted in the Scope of Services, Consultant shall not subcontract for any service or portion thereof to be rendered under this Agreement without the prior written consent of the City.

32. **Project Manager:** Consultant's Project Manager shall be available to direct and coordinate activities of the project to ensure that the project progresses on schedule and

within the prescribed budget. Any change in Project Manager assigned to the City by Consultant requires the written approval of the City or its designee.

33. **Staffing:** Consultant agrees to staff the project with a sufficient number of qualified personnel ("Project Team") to assure at all times effective and timely management, administration and superintendence with respect to the services to be provided by Consultant under this Agreement. The City may require replacement of any member of the Project Team and may require increased levels of staffing by Consultant if necessary to achieve proper management, administration, and superintendence. Consultant shall not replace members of the Project Team without prior written consent of the City which consent shall not be unreasonably withheld.

34. **Laws Governing Consultant:** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

35. **Entire Agreement:** This Agreement, together with all Attachments, Appendices, Addenda (if applicable), the Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements, and Certificate as to Payment of State Taxes constitute the entire Agreement between the City and Consultant and supersede all prior written or oral understandings. This Agreement and said Attachments, Appendices, Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements and Certificate as to Payment of State Taxes may only be amended, supplemented, modified or canceled by a written instrument duly executed by the City and Consultant.

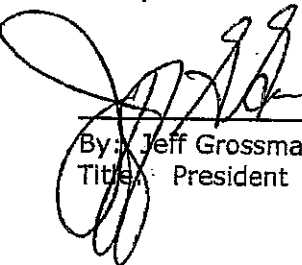
36. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, unless otherwise specified.

37. **Paragraph Headings:** The paragraph headings in this Agreement are for convenience of reference only and in no way define, increase or limit the scope or intent of any provision of the Agreement.

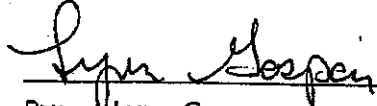
38. **Authorized Signature:** The undersigned individual, who has signed and executed this Agreement on behalf of Consultant, hereby: 1) represents, warrants, and certifies to the City of New Bedford that he/she is authorized by Consultant to sign and execute this Agreement on its behalf and bind it to the obligations, terms, and conditions of the corporation set forth herein; 2) acknowledges that the City of New Bedford is relying upon such representation, warranty, and certification and will be damaged thereby if he/she is not so authorized; and, 3) agrees to indemnify and hold harmless, personally and in his/her own stead, the City of New Bedford, its officers, agents, attorneys, employees, and representatives, however described or characterized, against and from legal liability for all judgments, losses, and expenses and any and all claims and/or damages, whether direct or indirect, choate or inchoate, that it, or any of them, may incur and/or suffer, if he/she is not so authorized.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS
AGREEMENT AS OF THE _____ DAY OF _____, 2013.

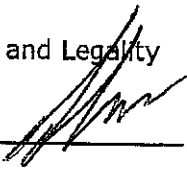
Complus Data Innovations Inc.


By: Jeff Grossman
Title: President

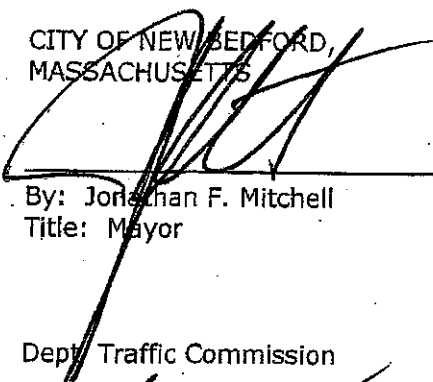
CERTIFIED that funds are available


By: Lynn Gaspar
Title: Acting City Auditor

Approved as to Form and Legality


By: Shannon Shreve
Title: Counsel II


CITY OF NEW BEDFORD,
MASSACHUSETTS


By: Jonathan F. Mitchell
Title: Mayor

Depty Traffic Commission


By: Scott Downing
Title: Executive Secretary/Parking Clerk

PURCHASING DEPARTMENT


By: Debra Travers
Title: Purchasing Agent

Attachment A
Scope of Services

The City intends to contract with one vendor to provide the following systems and support services for a three-year period. This contract will be valid from November 1, 2013 through October 31, 2016.

Hardware

One Server

Two PC computer terminal type cash register linked via data line to the central processor.

Three receipt printer/validation

Two laser printer

Four PC on-line terminals

Six handheld ticket writers with printers

Handheld software

Parking citation Processing System

This system will encompass the following tasks for an estimated 3,600 citations monthly:

Pick up of citations and deliver of reports.

Data entry of citations on a daily basis, edits, and deliveries. (NOTE: As data is entered, it must appear on our computer.)

Physical storage (and retrieval) of relevant documents.

Support of cashier stations:

Computer file processing, including:

Creating accounts in the master file from citations/payments.

Posting payments to the file.

Creating hearing calendars.

Supporting data retrieval/collection activities of cashiering stations

Providing management reports.

Notice processing, including:

Access owner registration files

Issue notices for citations a) unpaid after 21 days, and b) unpaid after referring the matter to Registry.

Out-of-State Processing, including:

Interfacing with non-Massachusetts Departments of Motor Vehicles to acquire registration data (including name and address, etc.) on a computerized basis that assures timely processing of large volume.

Doing computerized analysis and comparisons of registration files to ensure integrity of data and to provide accurate follow-up.

Issuing a notice of non-Massachusetts violators for citations unpaid after 21 days.

On-line Clearance: On-line system for automatic clearance of "marked" tickets in the Registry of Motor Vehicles.

Management: An essential ingredient that the vendor should provide is the ability to work with City personnel to install a system that is responsive to the City's needs; for instance, scheduling of hearings, establishment of a time payment plan, reports on numbers of tickets issued by an individual, etc. The vendor should have the capability to assist in the redesigning of the citation if required, as well as the notice. Other areas that relate to enhanced collection and compliance should be examined with recommendations forthcoming. The successful vendor must install and operate this comprehensive system within twenty days of notice of award..

Provisions of notice forms: The vendor will also provide the notice forms as approved by the City/State.

Backlog processing

There are unpaid citations with fines due the City of New Bedford. Almost all these citations are in machine readable format. The tasks anticipated in collection of this backlog are:

Editing the tapes of unpaid citations. The proposer should indicate the types of edits that will be employed to assure a high degree of accuracy.

Obtaining registration information.

Issuing one appropriate notice (as approved by the City/State).

The successful vendor must commence processing of the backlog within thirty days of notice of award.

Vendors should consider the following:

The vendor must meet the stated qualifications in order for a proposal to be eligible for consideration.

Inquiries to be made of existing Parking Ticket Departments that are being serviced by the vendor for their opinion as to how they would evaluate vendor's performance and staff capabilities.

Comparative costs to be considered for equivalent services performed by other proposals.

The successful Vendor shall bill the City on a monthly basis for services rendered using invoices in the form required by the City. The City agrees to review each invoice and, within thirty days after the receipt, either approve it (and deliver it to the Treasurer for Payment) or return it to the Vendor with a statement of the reasons for its rejection. The City further agrees to exert its best efforts to cause the Treasurer to pay each approved invoice within thirty days after its receipt by the Treasurer.

The Vendor recognizes that it will become a holder of and have access to confidential information. The Vendor must state that it will comply with the laws and regulations of the State and any applicable Federal Laws and Regulations, including amendments thereto, relating to confidentiality.

**CITY OF NEW BEDFORD
BID PRICE SHEET**

SERVICE	ESTIMATED QUANTITY	PROPOSED UNIT PRICE PER TICKET	NUMBER OF MONTHS	EXTENDED PRICE <small>(3600 x per tkt price x 36)</small>
Cost per ticket processed	3,600 / per month	\$ 1.30	36	\$ 168,480

Total Bid Price is 168,480 dollars

(\$ 168,480)

In Words:

One Hundred Sixty Eight Thousand Four Hundred Eighty

Signed: _____

Date: 10.9.13

See next page for additional services and prices that will be part of the contract.

The City will have the option to exercise acceptance of any additional related services identified below, as necessary.

	PROPOSED UNIT PRICE	EXTENDED PRICE
Start Up	Included	
Cost per payment/void/dismissal	Included	
Cost to access Registry files	Included	
Cost per Hearing Notice	Included	
MA Registry notification to hold (Phase II)	Included	
Parking Clerk's Master Docket	Included	
List of Tickets entered	Included	
List of Payments entered	Included	
Reports of Void/No Match	Included	
Hearing Schedules	Included	
Badge # reports	Included	
Multiple Violation Reports	Included	
Management and Control Reports	Included	
Cost per notice of any notice	Included	
Postage	Included	
Parking Clerk's Manual	Included	
3- Part Receipt Book (NCR paper)	Included	
Use of Computer and Printer	Included	
On-Line real-time access to parking data base	Included	
Handicapped Parking ticket money collected monthly	Included	
Additional related Services:		Proposed Rate

This bid will be considered subject to appropriations.

The right is reserved to reject any and all bids.

Name of Bidder: Complus Data Innovations INC

Address: 560 White Plains Rd Tel: (914) 747-1200

City/State/Zip: Jarafftown, NY 10591 Fax: (914) 747-1798

By: [Signature] Date: 10.9.13



City of New Bedford, Massachusetts
RFP | Parking Violation Processing Services



PRICING

Complus' fees for all of the services outlined in this proposal are as follows:

- **\$1.30 per parking ticket processed in the system.**
- **Fees include all handheld ticket stock.**
- **Fees also include all postage costs for delinquent noticing.**

*There are no upfront costs, no data conversion costs, no installation costs and no separate maintenance costs with our proposed solution.

**Convenience fee for violators on the web-based and phone-based payment system will be \$3.50 per ticket paid.

******Please see the official RFP Price Summary Form on the next page******