

NOTICE TO BIDDERS

Sealed Proposals will be received at the office of the Town Purchasing Director, 40 Nassau Avenue
Islip, NY 11751 for:

**Computerized Parking Violations Processing
& Management Services
RFP 811-403**

DESCRIPTION: The Town of Islip ("TOI" or "Town") is soliciting proposals from qualified firms for Computerized Parking Violation Processing and Management Services as specified

Pre RFP Site visit teleconference : Date: 8/02/11 Time: 2:00 P.M.

Located at: Town Hall West
401 Main Street
Islip NY 11751,
3rd Floor Public Safety Office.

Revised Bid Opening: Date: 8/31/11 Time: 11:00 A.M.

Any questions, please contact Michael Patejdl Director of Purchasing at.

**Purchasing Department
40 Nassau Avenue
Islip, NY 11751
631-224-5515**

WHERE: The Bid opening shall be at:

**Purchasing Department
40 Nassau Avenue
Islip, NY 11751**

they will be publicly opened for the purpose of considering the award of a contract, subject to issuance of written purchase orders.

Specifications may be obtained at the office of the Town Purchasing Director, 40 Nassau Avenue Islip, NY from 9:00 A.M. to 4:00 P.M. Monday through Friday.

The Islip Town Board reserves the right to waive any formality and/or informality or to reject any or all bids received or to award a contract to one or more bidders for an item, group(s) of items or all items of the bid, when, in the opinion of the Town Board, such an action will be in the best interest of the town.

DATED: ISLIP, NEW YORK

TOWN BOARD, TOWN OF ISLIP

**ANY DISABLED PERSON WHO NEED A SIGN LANGUAGE INTERPRETER, AUXILIARY AIDS OR SPECIAL
ACCOMMODATION TO ATTEND THIS MEETING PLEASE CALL – DIVISION OF SERVICES TO THE DISABLED –
224-5335 OR 224-5397 TDD.**

TOWN OF ISLIP, NY
COMPUTERIZED PARKING VIOLATION
PROCESSING AND MANAGEMENT SERVICES CLAIRIFICATIONS
RFP 811-403 Opens 8/31/11 at 11:00 A.M.

The following addresses questions that developed at the Pre-RFP Response Meeting held on 8/2/11 at 401 Main Street, Islip, NY and Teleconference:

1. Number of personal having access to the system: 5-6
2. How many manual summons are issued annually?: Year 2010, 13,466
3. Page 5, Bond Requirements. Will the Town accept in place of a requested Bond an Errors and Omissions Policy?: No
4. The Town is looking for the vendor to provide a hosted WEB based system?: (It must be a hosted solution)
5. Fines structure: Fines are based on the following criteria:

\$50.00 fine paid within 1-30 days no penalty, 31-60 days fee increases to \$100.00, 61-90 days fee increases to \$150.00, after 90 days fee increases to \$170.00

\$75.00 fine paid within 1-30 days no penalty, 31-60 days fee increases to \$150.00, 61-90 days fee increases to \$225, after 90 days fee increases to \$245.00

\$100.00 fine paid within 1-30 days no penalty, 31-60 days fee increases to \$200.00, 61-90 days fee increases to \$300.00, after 90 days fee increases to \$320.00

\$150.00 fine paid within 1-30 days no penalty, 31-60 days fee increases to \$300.00, 61-90 days fee increases to \$450.00, after 90 days, \$475.00

\$170.00 fine paid within 1-30 days no penalty, 31-60 days fee increases to \$340.00, 61-90 days fee increases to \$510.00, after 90 days, \$530.00.

\$250.00 fine paid within 1-30 days no penalty, 31-60 days fee increases to \$500.00, 61-90 days fee increases to \$750.00, after 90 days, \$770.00. Copy of ticket is available.
6. Online payment: The Town does not currently have this capability but will be adding this feature in conjunction with the vendor and the IT department. The town will need a URL uniform resource locator added to the Town Website from the vendor.
7. Processing fee for online payment: The violator will be responsible for all fees associated with online and credit card payments.
8. Number of out of State tickets issued: This data is currently not available through our current vendor (FBS).
9. Will there be a cost of acquiring violation data and transferring it to a new vendor if applicable?: No. The data is owned by the Town and is available as per the Towns contract with FBS.
10. Is there a copy of the current contract available: Yes
11. Is the Town looking to utilize a call center?: No. But the Town is looking to have the ability to accept telephonic payment. (IVR interactive voice response)

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12. Emergency Requirements: (Vendor must develop a completely redundant system that is survivable in times of no power) the will work with Town IT to complete this portion.
13. Current Vendor: FBS
14. How many parking tickets are received by TVB each day? Approximately 100-200 per day.
15. What is the current total of backlogged parking tickets from 1/1/2003 to present date?: Approximately 13,133
16. How many notices are required to be sent?: Varies. Notices are sent after 30, 60, and 90 days.
17. Does the Town have direct interface with NYS DMV?: Yes
18. What is the TOI's off the windshield rate for parking citations?: \$75.00
19. What is the TOI's collection rate for each letter?: The TOI collects between 60 and 70% for all fees received based on collection letters.
20. What is the TOI's collection rate for parking citations?: Approximately \$1,000,000.00 (One Million Dollars).
21. If the Proposed system is web based, do you still require terminal, printers etc.?: Yes, but this could be amended on a need basis.
22. DMV Registered Owner Inquiry- Is it acceptable if the awarded vendor has a partnership with a third party who is authorized and bonded by each state to obtain vehicle owner information: No. the TOI would prefer that a third party vendor not be utilized.

Additional Questions:

1. Costs: To what basis is any proposed "percentage" to be applied? 10%
2. Specifications for Handheld Ticket Equipment: The TOI would be interested in utilizing a one piece hand held unit with a built in printer and camera. All necessary data associated with data imputed into the handheld should be capable of being downloaded from the handheld cradle which in turn will be uploaded into the vendor's computer system. All data will be stored by the vendor and available to the TOI upon request.
3. As a result for the Hosted Service requirement, and the statement made by the TOI personnel, is the hardware requirement still in place, eliminated or modified? (We will no longer need the printer and the workstation setup from the vendor with the necessity of a hosted application. We will need however; receipt printers which must be usb capable)
4. Web Pay Phone Payments: It was suggested that the TOI will not pay but vendor can charge users for such payment. This creates an additional cost and pass-through to the public. How much is permitted to be charged and does this fee, once collected, belong to the TOI or the vendor? (Presently cost for credit cards average a 2.2 – 2.5 percent convenience charge which the customer absorbs)
5. Out of State DMV Data: At the aforesaid meeting, a comment was made indicating that no utilization of third party data mining resources was permissible, due to DPPA (?). Please confirm if this restrictive and unsuccessful (?) policy is indeed a requirement for bidders. The TOI is requesting that if at all possible, all bidders should have an agreement with the specific DMV's of the states

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that has been identified in the bid proposal. The reason this request is being made is that third party vendors may only be tied into State repositories which do not accurately provide all necessary information.

6. Backlog: Please provide a clear requirement for processing and associated costs and fees. It will be the responsibility of the awarded vendor to process all backlogged citations. The cost of correspondence (late notices) will be incurred by the vendor. As a result of fees collected in direct relation to the response of the letters, the vendor will then collect a fee based on the amount collected.
7. Notices: It appears that the Town now requires same to be printed once per month and be distributed evenly throughout the month. Please clarify when same are to be printed and when same are to be mailed in any given month. ? TBD
8. The questions posed at the aforesaid meeting regarding conversion of data and the takeover of master files remain unanswered. The TOI owns the data (see current contract with vendor FBS) and as such, is entitled to all data upon request at no fee.
9. Additionally, bid wording changes include:
 - i. Section IV: Hardware & Software Requirements: 1.a is deleted.
 - ii. Section XIII Optional Proposal: Handheld Ticket equipment is now a requirement.
 - iii. Equipment component pricing is still being requested for possible use by the Town over the course of this contract, should the Town elect to make such purchases.

ALL OTHER TERMS AND CONDITIONS REMAIN AS REQUESTED EXCEPT AS MODIFIED OR CLAIRIFIED WITH THESE QUESTIONS & ANSWERS.



PARKING S026626
TICKET

THE PEOPLE OF THE STATE OF NEW YORK vs THE OWNER/OPERATOR OF THE MOTOR VEHICLE DESCRIBED BELOW.			
REG EXP	STATE	PLATE TYPE	

THE PEOPLE OF THE STATE OF NEW YORK vs THE OWNER/OPERATOR OF THE MOTOR VEHICLE											
PLATE#						REG. EXP.			STATE		PLATE TYPE
									☐ N.Y. ☐		☐ PASS ☐ COMM ☐
VEHICLE MAKE						OTHER			COLOR		BODY TYPE
☐ 1 FORD ☐ 4 BUICK ☐ 7 VW ☐ 10 MEBE ☐ 13 LEXUS ☐ 2 CHEV ☐ 5 DODGE ☐ 8 NISSAN ☐ 11 BMW ☐ 14 INFI ☐ 3 HYUND ☐ 6 TOYOTA ☐ 9 HONDA ☐ 12 MAZD ☐ 15 JEEP											
VIN#											

YOU ARE HEREBY CHARGED WITH THE FOLLOWING VIOLATION WHICH WAS OBSERVED BY THE DEPONENT IN HIS PRESENCE.

FINE AFT 30 AFT 60 AFT 90

YOU ARE HEREBY OBSERVED BY THE DEPONENT IN HIS PRESENCE.		FINE	AFT 30	AFT 60	AFT 90
Town Code	Violation Description	\$75.00	\$150.00	\$225.00	\$245.00
☐ 59-3-2	Manner of Parking	\$75.00	\$150.00	\$225.00	\$245.00
☐ 59-3-3	Parking, Stopping, Standing Schedule J	\$50.00	\$100.00	\$150.00	\$170.00
☐ 59-3-10	Snow Emergency	\$75.00	\$150.00	\$225.00	\$245.00
☐ 59-4-1	Semi Public Parking ()	\$75.00	\$150.00	\$225.00	\$245.00
☐ 59-4-2	Town Parking Lots ()	\$250.00	\$500.00	\$750.00	\$770.00
☐ 59-5-2	Overnight Parking Commercial Vehicles	\$170.00	\$340.00	\$510.00	\$530.00
☐ 59-4-1A3	Handicap-Semi Public Parking*	\$170.00	\$340.00	\$510.00	\$530.00
☐ 59-4-2-D3	Handicap-Town Parking Lots*				
☐ 68-30C		\$100.00	\$200.00	\$300.00	\$320.00
(4)(B)(7)	Fire Zone	\$150.00	\$300.00	\$450.00	\$470.00
☐ 60-14	Parking Restricted For Sale Vehicle	\$50.00	\$100.00	\$150.00	\$170.00
☐ 37-32B-3A	Fail to Display Ramp Permit				
☐ _____	Other _____				

CODE VIOLATION. _____

_____ INCLUDES NYS SURCHARGE OF \$30

*HANDICAPPED FINE AMOUNT INCLUDES NYS SURCHARGE OF \$30

LOCATION OF VIOLATION

☐ IN FRONT OF
☐ OPPOSITE OF

HAMLET -

IN THE TOWN OF ISLIP, NY

HAMLET -

MM / DD / YY

ON

AT

TIME OF VIOLATION

AM / PM

THIS TICKET IS RETURNABLE 15 DAYS FROM THE DATE OF VIOLATION. SEE REVERSE SIDE OF TICKET.

VIOLATION. SEE REVERSE SIDE OF TICKET.

FAILURE TO ANSWER A PARKING TICKET MAY RESULT IN THE IMPOSITION OF
PENALTIES AS DESCRIBED ABOVE AND ON THE REVERSE SIDE OF THIS TICKET.

VIOLATIONS HEREIN ARE PUNISHABLE AS A CLASS A

ANY FALSE STATEMENTS CONTAINED HEREIN ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW.

Officer: (Print)

(Sig.)

Shield #:

Agency #:

Date: _____

Employee I.D. #:

TVB

S026626



Suite 100 • Hempstead, New York 11550 • (800) 272-1635



Re: Town of Islip Traffic Violations Bureau
License Plate #:
Amount Due: \$490.00
Notice Date: 06/23/2011

IMMEDIATE PAYMENT OF THESE DELINQUENT TICKETS IS DUE AND OWING

Be advised that you have failed to comply in answering the following overdue and outstanding summons(es) issued to license plate # _____ registered to the name above.

Make your Credit Card Authorization Form, Check or, Money Order payable to the Town of Islip Traffic Violations Bureau, and mail together with the bottom portion of this form in the pre addressed return envelope provided for your convenience.

If you do not comply within fifteen (15) days from the date of this notice. The Town of Islip Traffic Violations Bureau will implement all appropriate enforcement and collection procedures which may include:

Vehicle Impounded: Vehicle Booted, Towed, or Impounded
Registration Bar: Non Renewal and/or suspension of Registration
Default Judgment: Lien on real property and notification to credit bureaus

FOR FURTHER INFORMATION PLEASE CALL 1-800-272-1635

THIS IS A DEBT COLLECTION FIRM AND THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN 30 DAYS FROM RECEIVING THIS NOTICE, THIS OFFICE WILL OBTAIN VERIFICATION OF THE DEBT OR OBTAIN A COPY OF THE JUDGMENT IF ANY. AND MAIL YOU A COPY OF SUCH JUDGMENT OR VERIFICATION. IF YOU REQUEST THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE FOR PROPER CREDIT

Summons #	Issue Date	Fine	Penalty	Due
S000016117	9/29/2010 12:00:00AM	\$75.00	\$170.00	\$245.00
S000014907	10/20/2010 12:00:00AM	\$75.00	\$170.00	\$245.00

CPAT Inc

Total Due: \$490.00

(Please indicate the type of credit card with an "X")

☐ VISA ☐ MASTERCARD

Amount authorized to Charge

Credit card number

Security Code

Expiration

Month

Year

Date

Year

Month

Signature

EGM5253

11784-0584

6/23/2011

I hereby authorize The Town of Islip Traffic Violations Bureau to charge my credit card account the amount above for outstanding Penalties, Surcharges and or Fees due and owing The Town.

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FBS Agreement

AGREEMENT

AGREEMENT entered into this 1st day of November 2005 between the TOWN OF ISLIP, a municipal corporation, with principal offices located at 656 Main Street, Islip, New York 11751, (hereinafter referred to as "TOWN"), and FUNDAMENTAL BUSINESS SERVICE, INC., a domestic corporation, with a place of business located at 14 Front Street, Hempstead NY 11550, (hereinafter referred to as "FBS").

WHEREAS, the TOWN wishes to engage the services of a company providing data processing and collection services to assist in the enforcement and collection of outstanding Town parking violations, and

WHEREAS, FBS has the experience and expertise necessary to perform said services,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

- 1) The term of this agreement will commence on the date above written and will continue for a period of five (5) years unless terminated sooner pursuant to the provisions of paragraph "23" herein. FBS shall have an option to renew for an additional five (5) year period. In the event FBS wishes to exercise said option, FBS shall provide written notice of same no more than sixty (60) days nor less than thirty (30) days from the expiration of this agreement.
- 2) FBS shall transcribe all records of outstanding parking summonses and all information contained therein from the original appearance tickets/summonses located at Fifth District Court and Town of Islip offices.

3) The TOWN agrees to cooperate with FBS in providing access to the aforesaid information.

4) FBS shall obtain from the Department of Motor Vehicles the name, address and ~~vehicle registration numbers from the~~ information, including license plate ~~numbers as found on the aforesaid~~ tickets/summonses.

5) FBS shall engage in skip tracing procedures, if necessary, to locate delinquent violators.

6) FBS shall notify all aforesaid violators of the outstanding tickets/summonses, on a form which has been approved by the TOWN prior to transmission.

7) FBS shall ~~forward copies~~ of all correspondence received from violators or other sources which result from the aforesaid notification and shall notify the TOWN Fifth District Court and the Department of Motor Vehicles of the results of said correspondence and compliance or lack thereof.

8) FBS shall maintain monthly account files which reflect the amount of fines remitted as a result of the efforts of FBS, and shall ~~provide copies of such reports to the TOWN on a monthly basis.~~

9) FBS shall repeat notification to delinquent violators by two additional notices as set forth herein on forms approved by the TOWN at thirty (30) day intervals, unless payment is sooner made.

10) FBS shall provide a warning to all delinquent violators that failure to respond

to the aforesaid three (3) notices may result in the entry of a civil judgment.

11) FBS on behalf of and at the direction of the TOWN shall prepare and docket civil default judgments in certain instances where violators fail to respond to the aforesaid three (3) notices.

12) FBS shall provide all responding violators with information regarding all outstanding summonses, including summons number, date and place of violation, license plate number and amount of fine due.

13) FBS, on behalf of and at the direction of the TOWN, shall notify the Department of Motor Vehicles of scofflaws with three (3) or more unanswered violations.

14) FBS agrees to devote reasonable best efforts to recover the full amount of the accounts placed for collection through persistent and diligent activity, which shall be at all times legal and ethical, and in compliance with applicable government (federal, state and local) rules and regulations including without limitation, the Federal Fair Debt Collection Practices Act. FBS shall endeavor to maintain and preserve the violator's good will toward the TOWN.

15) FBS shall maintain all records in relation to this agreement and perform services as required herein at and from its own business premises.

16) All fines remitted in response to the efforts of FBS shall be remitted directly to the TOWN, which shall forward reports of

said remittances to FBS for required record keeping purposes.

17) The parties further agree that all correspondence to be sent to scofflaws and violators shall be subject to the prior approval of the TOWN.

18) FBS agrees to hold the TOWN harmless and indemnify against any liability imposed upon the TOWN as a result of acts committed by FBS in violation of this agreement and of the Fair Debt Collection Act and all applicable federal, state and local regulations in regard to debt collection. The TOWN agrees to hold FBS harmless and indemnify against any liability imposed upon FBS as a result of erroneous or incorrect information transmitted by the TOWN to FBS and actions taken by FBS in reliance thereon.

19) Prior to the execution of this agreement FBS agrees to provide to the TOWN with proof of an acceptable errors and omissions liability insurance policy naming the TOWN as an additional insured.

Where's the insurance?

20) It is understood that FBS' relationship to the TOWN is that of an independent contractor and not its employee or agent. Any arrangements made by FBS with outside agents or attorneys shall be solely FBS' responsibility and shall in no way constitute or incur additional obligation on the part of the TOWN. The TOWN's obligation is limited to payment to FBS of compensation earned in accordance with this agreement.

21) FBS shall be compensated on a contingent basis and shall be entitled to:

Thirty percent fee (30) of fines commissionable and penalties paid thirty-one (31) days from issuance of the summons;

~~Forty percent fee (40) of fines commissionable and penalties paid one hundred eighty-seven (187) days from issuance of the summons;~~

~~Scotlaw processing at \$2.25 per plate;~~

Special programs as negotiated and agreed.

In addition, all costs of operation incurred by FBS in furtherance of the services enumerated, excluding statutory court and filing fees and fees imposed by the Department of Motor Vehicles directly upon the TOWN, shall be borne solely by contractor. The compensation due FBS shall be based upon a percentage of that actually collected and not upon the face amount of the summons/ticket. FBS shall submit invoices and be compensated pursuant to customary TOWN billing procedures.

22) It is expressly understood and agreed that the TOWN shall not be billed nor shall the TOWN be liable for costs incurred by FBS in attempting to recover accounts placed for collection at the Fifth District Court unless and until an ~~acceptable procedure for the direct remittance of fines to the TOWN by the District Court is established.~~ Upon establishment of the aforesaid procedure, FBS will devote reasonable best efforts to recover the full amount of the accounts placed for collection at Fifth District Court in accordance with the provisions of paragraph "14" herein, and FBS shall be compensated for said efforts in accordance

with the provisions of paragraph "21" herein.

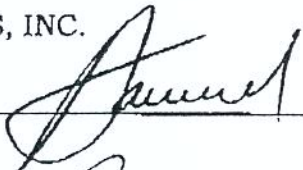
23) Either party may terminate this agreement by giving written notices by registered or certified mail upon thirty (30) days notice for cause. In the event this agreement is so terminated, FBS shall return to the TOWN all accounts and related records. The TOWN will be responsible to FBS for fees due as a result of the collection efforts of FBS but shall incur no other liability as a result of such cancellation.

24) In addition to the foregoing FBS shall provide all computer equipment necessary to implement the TOWN's program.

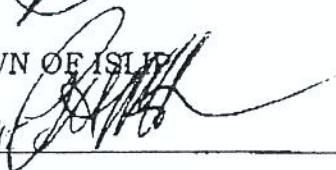
25) In addition to the foregoing, FBS agrees to provide all of the services listed on Exhibit "A" annexed hereto, at no additional cost to the TOWN. However, the TOWN agrees to pay any and all fees for charges of state and county agencies for participation in said programs.

This agreement sets forth all of the terms and conditions of the agreement and may only be changed by a writing executed by both parties.

FBS, INC.

By: 

TOWN OF ISLE

By: 

SCHEDULE OF DELIVERABLES

Fundamental Business Service, Inc. (FBS) offers to provide the following services and deliverables for the jurisdiction in connection with parking enforcement management and revenue recovery.

- ✓ 1. FBS will coordinate the installation of equipment with necessary software to provide a turnkey automated and interactional parking system for the jurisdiction.
2. FBS will provide customer support and staff training to facilitate full use of the technology. ✓
3. FBS will coordinate the installation and integration of hand-held issuing devices to foster efficiency in the ticketing procedure. ✓
4. FBS will create, manage and maintain a parking ticket database for the jurisdiction which will provide transparent access to summons information for inquiry and update around the clock on a daily basis.
5. FBS will provide information security including data storage, retrieval, archival and Disaster Recovery Planning.
6. FBS will coordinate and facilitate participation in the New York State Scofflaw and Suspension Program, a registration bar program operated by Department of Motor Vehicles.
7. FBS will provide liaison and tape exchange services with Department of Motor Vehicles on behalf of the jurisdiction to obtain name and address information for all issuances and to report scofflaw selections sixty days prior to expiration date.
8. FBS will provide monthly Scofflaw Program consisting of pre-select report, select report, ✓ notices to violators, and clearance notices with report to the jurisdiction.
9. FBS will process all issuances, recording the following information: Summons Number, Issue ✓ Date, Input Date, Return Date, Issuing Officer, Plate Number, Plate Type, Registration State, Violation, Location and Fine Amount.
10. FBS will process monthly dispositions and transactions and supply a monthly summary report providing daily detailed information and monthly totals of all payments and transactions.
11. FBS will mail two (2) overdue notices which will include penalties as directed by the ✓ jurisdiction and will contain a self-addressed return envelope to facilitate payment.
12. FBS will provide third party follow-up and collection services for summonses remaining ✓ outstanding and delinquent. Collection letters will be pre-approved by the jurisdiction, and will include self-addressed return envelopes.
13. FBS will provide a system of management reports for daily tracking of tickets and payments, and weekly and monthly information reports to audit parking information. These reports are versatile and enable immediate access to Badge Activity, Location Reports, Violation Profiles, and ✓ Disposition Summaries as well as Ticket and Payment information.
14. FBS will bill monthly in arrears and in accordance with the jurisdiction's regular billing ✓ procedures.

TOWN OF ISLIP, NY
COMPUTERIZED PARKING VIOLATION
PROCESSING AND MANAGEMENT SERVICES
RFP 811-403 Opens 8/10/11 at 11:00 A.M.

1) INTENT

The Town of Islip ("TOI" or "Town") is soliciting proposals from qualified firms for Computerized Parking Violation Processing and Management Services as specified herein.

2) PROPOSAL DUE DATE

Pre RFP Response site visit is scheduled for Wednesday August 2, 2011 at 2:00 P.M. at Town Hall West 401 Main Street, Islip NY 11751, 3rd Floor Public Safety Office. Proposal will be accepted up until August 10, 2011 at 11:00 A.M. in the Purchasing Office, 40 Nassau Avenue, Islip, New York 11751 and to the attention of Michael Patejdl, Purchasing Director.

3) AWARD CRITERIA

The award of a contract for the described services will be made by the Department of Public Safety Enforcement and shall be based on the respondents qualifications including, but not limited to the following- cost of services, references, knowledge and interpretation of the Town's needs, and experience with similar projects.

Respondents may be required to make a presentation of their qualifications to the Department.

Proposals will be evaluated and scored on the basis of the following criteria:

A. Experience and Qualifications of the Proposer (maximum 40 points)

Consideration will be given to proposers demonstrating strong capabilities, experience and reputation in undertakings similar to those described herein, and providing authoritative documentation of their financial soundness and stability. Similar experience will be understood to include providing similar services to major public and/or private sector corporations.

B. Proposal Completion (maximum 20 points)

Proposal responses will be evaluated on completeness, clarity/ accuracy of the information requested and proposal presentation.

C. Financial Terms (maximum 40 points)

Consideration will be given to proposals, which represents a minimum expense to the TOI.

The agreement generated from this request for proposal will be awarded to one (1) vendor who will be responsible for all aspects of the project and be required to present a "turn key" system upon completion.

The TOI reserves the right to award the contract generated from this Request for Proposal (RFP) to the bidder who presents a proposal that best meets the specifications as listed herein and represents the most beneficial procurement as determined by the Town of Islip. The quality of the equipment to be supplied, suitability of intended use, delivery terms, guarantee clauses, expected project completion date, service capabilities, references and experience shall be taken into consideration in the award process.

The successful bidder must deliver to the TOI new and previously unused equipment in complete working order, which meets or exceeds the various specifications and requirements described herein.

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All documentation and specifications requested must be included with your proposal response and must be sufficiently detailed so as to address this bid on an item by item basis. Specifications submitted by vendors shall be instrumental in substantiating compliance with the proposal requirements.

4) TERMS OF AWARD

The term of the contract shall be for an initial period of two (2) years and may be renewed upon mutual agreement of both parties for three (3) additional years in one-year intervals.

The successful bidder acknowledges that acceptance of the proposal by the Town shall require any discrepancies between the bidder's proposal and the Town's specifications resolved and enumerated in the contract.

5) BIDDER QUALIFICATION AND SUBMITTAL REQUIREMENTS

All terms, conditions and requirements as set forth in this request for proposal must be satisfied as of the date of bid submission. Bid responses will only be accepted from thoroughly competent, experienced and financially qualified firms according to the qualification requirements as listed herein and successful fulfillment of said requirements as determined by the TOI.

Please provide the following qualification and requirement information with your proposal response. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection.

a) The bidder must provide documentation with their response listing at least five (5) municipalities that such bidder has provided similar services including description of services, contact person, contact person's telephone number, and length of the contract for each of the past five (5) years. Where possible, the contracts listed should be with clients whose ticket processing volume is 15-20 thousand tickets or greater and are parking violations bureaus in New York State.

References should provide the following information.

- date service started
- number of tickets processed annually
- dollar value for parking revenues of last full fiscal year
- responsible official and phone number
- collection rate

b) The bidder must provide with their response documentation that the bidder is actively engaged in the services described for a period of at least the past 5 (five) years.

c) The bidder must provide documentation with their response identifying their service location or an authorized service facility staffed with qualified personnel and with provisions for maintaining all aspects of the system proposed.

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d) The bidder must be capable of providing emergency service as detailed herein and a statement indicating the maximum response time.

e) The bidder must verify the completeness of the material and component lists to meet the intent of the specifications and final operations to provide a reliable working system. Any additional equipment, wiring or components needed to accomplish this must be identified in the proposal response, any additional items required but not identified or included in your proposal must be provided at no additional costs.

f) The bidder must examine the sites prior to proposal submission and must become thoroughly familiar with conditions relating to materials, supplies and equipment to be furnished in accordance with these specifications.

g) The bidder must provide with their response documentation that the company is sufficiently experienced in functioning with the State of New York Department of Motor Vehicles, and New York State Parking Violations Bureaus.

h) The bidder must submit the company's background including the number of years experience in providing parking violations computer services, the number of clients, client ticket volume and the size and organizational structure of the company. The location of the office closest to TOI should be given. this information should include:

1. Dun and Bradstreet (DUNS) Number, if any:
2. Current DUNS rating:
3. Standard and Poor's rating:
4. This years projected annual sales
5. Previous year's annual sales
6. What percentage of Proposer's annual revenues would any contract resulting from this proposal represent?
7. Please describe any dealer or subcontractor relationships that would be involved in the support of these products or services being provided under this Bid.

i) The proposal must identify and provide details on the computer system central processor, all processors and peripherals to be used in performance of this contract. This information must include the percentage of total system memory and disk storage being utilized on their central processor at the time of peak demand.

j) The proposal must detail their contingency plan in the event of system failure and include their disaster recovery plan as detailed herein.

k) Bidder must provide with their proposal response a current financial statement for the most recent completed fiscal year.

l) The proposal must identify the names, titles, addresses, and telephone numbers of individuals who have the authority to negotiate and bind your company contractually.

m) The proposal must contain the resumes of key management personnel and all personnel to be specifically assigned to this project.

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n) Business information:

- a. List any material claim asserted or threatened against Proposer that may have a significantly adverse effect on Proposer or adversely affect Proposer's ability to provide the goods or services required by this BID:
- b. List any business issue currently confronted by Proposer that may have a significantly adverse effect on Proposer or adversely affect Proposer's ability to provide the goods or services required by this BID:
- c. Is your business currently or within the last three years been penalized or reprimanded for poor quality of delivered goods or performance of services?
Yes / No: If Yes explain

6) TIME OF COMPLETION

The awarded vendor must agree to complete all work within a specific number of days from the date of award as agreed upon by both parties. The TOI shall reserve the right to penalize the contractor in the amount of five hundred dollars (\$500.00) per calendar day as liquidated damages for each day that completion is delayed beyond the specified completion date.

7) LIABILITY REQUIREMENTS

The successful bidder shall supply and maintain insurance which defends, indemnifies and holds harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of facts or omissions here under by the contractor or third party under the direction or control of the contractor. The successful bidder must furnish the Town with Certificates of Insurance prior to commencement of work. The required coverage shall not be less than the following:

Workers Compensation	Statutory Requirements
New York State Disability Coverage	Statutory Requirements
Public Liability/Property Damage	\$1,000,000 combined single limit policy
Crime Policy	\$1,000,000

INSURANCE CERTIFICATES SHALL NAME THE TOWN OF ISLIP AS ADDITIONAL INSURED PARTY AND SHALL STATE THAT ALL COVERAGE SHALL BE PRIMARY TO ANY OTHER INSURANCE COVERAGE HELD BY THE TOWN.

8) CANCELLATION

Any violation of the terms, conditions, requirements and/or non-performance of the contract generated from this request for proposal shall result in immediate cancellation. The agreement may be cancelled by the Town for any other reason(s) upon thirty (30) days written notice.

Upon termination of the agreement entered into, the vendor's hardware shall be removed by the vendor's personnel at the vendor's expense within (30) thirty days of notice of termination.

Upon termination, the vendor will be required to provide all TOI data records in an industry standard data format electronically, at no additional cost to the Town, on

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demand. The vendor will be required to cooperate with the Town and/or any new vendor chosen by the Town in the preparation of files for conversion to a new system for processing of the Town's data.

9) WARRANTY REQUIREMENTS

All equipment must be warranted against all defects for the term of the contract. The warranty must include all parts and labor at no charge to the Town for the term of the contract.

Emergency Service requirements are detailed in Section III- item #3 of this RFP.

10) BOND REQUIREMENTS

Upon award, the successful bidder must furnish to the Town a fully executed bond with the vendor as principal and, as surety, a company licensed to issue such bonds in the State of New York. The bond shall cover the vendor, its agents, servants and employees in the amount no less than \$100,000 covering any and all proceeds due to the Town and other property of the Town, including but not limited to cash, check and money orders, protecting against loss, damages or destruction from any cause, including but not limited to embezzlement, forgery, larceny, or robbery while such property is under the direction, care, custody or control of the company or any of its subcontractors, agents or employees.

All employees and messengers to be assigned to the Town must be bonded.

11) ADDITIONAL TERMS and CONDITIONS

- a) Equipment offered under this Request for Proposals shall be new, standard production models of the latest design in current production.
- b) Bidder shall be prepared to give a complete demonstration of the merits of the system offered as directed by the Town. The system so demonstrated shall be complete as offered by the bidder for this bid. The Town reserves the right to request a demonstration within two (2) days of notification. The demonstration must be at an existing vendor operations in a referenced municipality. Failure on the part of any vendor to comply with request for demonstration may result in disqualification.
- c) The Town reserves the right to waive any minor deviations in proposal responses received when such waiver is in the best interests of the Town.
- d) The Town reserves the right to reject any or all of the proposals submitted to this request.
- e) The Town reserves the right to negotiate any point in the proposal or the subsequent contract with the selected vendor,
- f) Proposals must remain valid for a period not less than 120 days from the bid due date.
- g) Proposal response must address the telephone line and electrical requirements.
- h) Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection,
- i) By submission of the proposal, each bidder, and each person signing on behalf of any bidder and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief:

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- i. the prices in the proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor, and
- ii. unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder or to any competitor; and
- iii. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder certifies that the proposal is made without any connection with any other person making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the TOI treasury is directly or indirectly interested therein, or in any portion of the profits thereof.

j) The successful bidder must agree that all records, books, files, data (including electronic resident to the vendor's central processor computer), existing at the time of execution, or which may be developed, created or entered subsequently are and shall become the sole property of the TOI and be deemed TOI records pursuant to State law. The vendor shall protect such records in its possession and shall not disclose information to others without the written consent of the authorized Justice or Chief Clerk of the TOI.

SPECIFICATION SECTION

1) OVERVIEW

The Town of Islip currently utilizes a computer service to process and manage its parking violations. The Town of Islip generates approximately 15,000 parking violations per year at a total dollar value of approximately \$1,100,000. The Town is requesting proposals for the implementation of a new computerized parking violation processing system and related management services for Town Court of Islip. The Town will continue to collect parking violation ticket fines directly. Your proposal must detail a complete and comprehensive parking violation processing and reporting system, and detail the implementation and transition procedure from the current system to the proposed system.

Contained herein are the guideline for the equipment and services required. The agreement generated from this request for proposal will include all services including the furnishing of all materials, equipment, transportation, labor, documentation, training, debris removal and incidentals thereto for the implementation of a complete "turn key" computerized parking violation processing system and management services as specified herein.

The vendor's proposal for computer services must include a detailed description of the computer hardware, software, and other services to be provided for violations management. The awarded vendor will be required to provide all computer hardware and software, data entry, notices, forms, reports, and services as specified in this Request for Proposal (RFP).

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It is the intent of these specifications to describe the equipment and services required by the TOI for the processing and management of parking violations.

II) GENERAL SERVICE REQUIREMENTS

1) New Ticket processing

The vendor must receive daily the summonses issued electronically and account for and process all newly issued parking tickets. Any and all paper summonses will be scanned by Town of Islip personnel and sent to vendor via e-mail. All data entry and verification must be accomplished by the vendor within forty-eight (48) hours of the tickets being received by the vendor.

2) Ticket Processing

Out-of-State: The vendor is required to perform Out-of-State lookups for any ticket issued which remains unpaid sixty (60) days after the return date. The proposed system must provide the ability to cross reference violators currently on file so as not to require out-of-state lookups on repeat violators.

3) Backlog processing

The vendor is required to load and maintain all New York State and Out-of-State backlogged summonses from 1-1-2003 forward. All names and addresses are to be refreshed by performing In-State and Out-of-State lookups upon initial data loading and initial notices sent for all outstanding summonses.

4) Backlog Reporting

The vendor is required to maintain records on these summonses for historical reporting, merge these summonses with current issues for cumulative reporting, display backlogged tickets on query, post payments received, and turn over for further collection via electronic and printed media upon requested by the Town.

The vendor is required to provide similar processing (with the exception of noticing) for backlogged summonses for the period from 1-1-2003.

NOTE: The proposal must address the means by which the proposed system will provide verification that all processing was performed for current issuance's and that all prescribed notices were sent as directed. Current summonses will not become part of a new backlog.

5) Amount of Collection Received

Only the Town's Hearing Officers reserve the right to negotiate or modify the payment amount on past due collections. The vendor's percentage to be paid will be based on the actual amount received by the Town.

6) Present Backlog

As of 6-22-2011, the total number of outstanding summonses is 13,133. These totals include outstanding tickets since 1-1-2003.

Outstanding dollar balances as of 1-1-2003 is approximately four million dollars (\$4,000,000).

7) System Up Time

The Vendor's computer system shall be online and all services shall be available to the TOI during the specified operating hours, 8:00 AM through 6:00 PM Eastern

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Standard Time, Monday through Saturday. Failure to meet specified "up time" shall be grounds for cancellation of contract. Upon request from the TOI, vendor shall make every effort to extend its computer system's hours of operation.

8) Backup Systems

Vendor must provide for total backup for all software, hardware, communications lines and other equipment. All data files and databases are to be backed up at least once per day. The tapes which are backed up are to be sent to off-site storage on a daily basis. The proposal must include the details of the back-up and backup storage system(s).

9) Disaster Recovery Plan

The vendor must detail how the equipment and software will operate should the vendor's central processor or communication line malfunctions. In addition to tape backups, the vendor should state what their disaster recovery plan is for its computer facility. It is expected that each vendor should have an offsite, mirrored facility should an incident render the vendor's primarily facility inoperable.

10) Miscellaneous Services

The vendor must provide following services as part of the per ticket processing fee and not as an additional charge:

- Data entry of tickets, vendor to have all tickets entered into data base within forty-eight (48) hours.
- All required data processing.
- All reports as requested within (10) ten business days of the Town's request.
- All necessary forms and tapes.
- A telephone number for the TOI to contact vendor service/support (this number should be operational from 8:00 AM to 6:00 PM, Eastern Standard Time).
- Provide for retention of all data for ten (10) years.
- Copies of all parking ticket records delivered to the Town on computer media (approved by the Town's information Systems Manager) on a quarterly basis.

11) Training Requirements

The vendor must provide on-site training of the current Town staff on the computer system until competency on the vendor's hardware and software is achieved to the satisfaction of the Town. Training will also be required, both classroom and field training, for all Town staff who will be utilizing the handheld unit. Any new staff shall be trained by vendor throughout the term of the contract. All requests for training by the TOI shall be honored, at **no charge** for same shall be made by the vendor. Vendor should briefly explain how training will be implemented.

III) GENERAL INSTALLATION REQUIREMENTS

1) Installation Time Frame

Vendor must demonstrate its ability to install and operate the proposed system within thirty (30) days or less from notice of award, this is to include the processing of backlogged tickets.

2) Component Installation

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The vendor must provide the following requirements as part of the per ticket processing fee and not as an additional charge:

- All hardware/software required to run an online computer service which meets the Town's specifications
- Any installation costs
- All reports as requested within the Town's time frame
- A toll free number for the Town to contact vendor service/support (this number should be operational 8:00 a.m. to 6:00 p.m. Eastern Time)
- All initial and ongoing training
- Provide for retention of data for ten (10) years; available to the Town of Islip upon request and upon termination of contract and provide with the said data the file structures of that data and descriptions.

3) Software Requests

Any requests by the Town of Islip for a software program upgrade or modification to existing software (provided the data needed is already available and present in the operational system) shall be fulfilled by the vendor at no charge. The vendor's software development time shall be agreed upon jointly and would enhance the service being provided.

IV) HARDWARE AND SOFTWARE REQUIREMENTS

1) General Hardware Requirements

The following hardware is to be provided at no additional charge to the Town.

The hardware proposed must have sufficient capacity to maintain ten (10) years of outstanding summonses for the TOI. Vendor should verify that the bid hardware and software can support the anticipated volumes for at least a five year period, with economic growth capabilities thereafter.

Note that the proposed computer system must maintain summons detailed for all unpaid tickets for a ten year period.

Kort
a. Two (2) computer terminal type cash registers linked via data line to the central processor with the following capabilities:

- posting of all payments to the ticket data base by ticket number, state/plate, or violator name or violator address
- inquiry on individual tickets by ticket number
- inquiry on selected tickets issued to a given state/plate
- display of total monies collected by cashier and terminal for reconciliation control
- ability to work in a local mode if communications lines are down
- each register must have the equivalent of a paper tape journal for audit
- reconciliation

Kort
b. Two (2) receipt printers hooked up to cash registers with the following capabilities:

- receipt requirements include ticket number, receipt number, disposition code, fine amount, penalty amount and total paid and payment date

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- documentation validation, for which receipt printer is also used, requirements are date, receipt number, ticket number, disposition code fine, penalty and total paid including dispositions of tickets received prior to data entry
 - provide check/money order validation including "For deposit only" TOI, bank name, account number, deposit date, terminal number, receipt number,
 - ticket number(s) paid, check/money order amount.
- c. Three (3) laser printer with the following capabilities:
- minimum journal requirements are duplicate of the receipt, total amounts of fine, cash, check, money order with totals by cashier to include open gross, close gross, voids, net amount, and daily totals by disposition category.
 - printing of history of plate or any other screen format.
- d. Two (2) CRT online terminals with the following capabilities:
- display of all ticket information as written
 - entry of dismissals, reductions, and hearing decisions
 - provision of hearing docket upon request
 - maintenance of name/address at ticket or plate level with audit trail
 - maintenance of officer badge numbers with security
 - maintenance of statutes and ordinances with security
 - fast response to ticket inquiry, state/plate inquiry and name inquiry

2) Security Features

The vendor must describe in detail the security features for both the hardware and software of the system and the audit capabilities. This description should include terminal or equipment physical security, password security, reports included to provide an audit trail of record changes to the system by all users.

3) Computer Equipment Service Requirements

Computer equipment to be provided to the TOI must be new, state-of-the-art and fully operational. Malfunctioning equipment shall be repaired within twenty-four (24) hours of notification to vendor at no charge to the Town. If equipment will not be repaired within twenty-four (24) hours, vendor must exchange malfunctioning equipment for new, to be in place and operational on the next day after vendor is notified. Vendor must respond to calls for service within four (4) hours of notification. Vendor may want to consider having spare stock of the Town's necessary computer equipment to be able to meet this requirement.

4) Response Time of Central Processor to Computer Terminal Inquiry

Vendor's computer system must be able to deliver a response to an on-line terminal inquiry within (one-half second) 0.5 seconds.

5) In-State Processing

The proposed system must interface with the New York Department of Motor Vehicles systems and have an agreement with same, as an agent of the TOI, for license plate look-up services.

6) Out-of-State Processing

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The proposed system must interface with non-New York Departments of Motor Vehicles to acquire registration data on a computerized and non-computerized basis and ensure timely processing of out-of-state tickets. It is not required to obtain registration information for violators who pay within the returnable time.

The states with which the vendor must successfully interface initially are the following:

Massachusetts	Pennsylvania	Connecticut	New Hampshire
Maine	Vermont	Florida	New Jersey
Virginia	North Carolina	South Carolina	Rhode Island

It is desirable by the Town that the vendor be able to interface with all states within the contiguous United States, should the need be requested by the Town at some future date. The vendor should describe his capability to interface with other states.

Vendor must be able to issue notices to non-New York violators for citations unpaid after sixty (60) days.

7) New Ticket Processing

The software and hardware must provide for the following fields:

Ticket number, consisting of the following:

- seven (7) character series identifier and alphanumeric sequence number
- one (1) digit suffix
- date and time of ticket issuance
- shield number
- violation location
- registration number
- vehicle class code
- vehicle make (must comply with, State of New York DMV alpha designation)
- vehicle color
- meter number for meter violations
- violation code
- any other information fields that the Department of Motor Vehicles or the TOI may require to be included on its tickets

At the time of data entry, the system must produce a historical listing of tickets, including a summary by state, by batch.

New tickets will be entered into the TOI's data base within forty-eight (48) hours.

The system must have the ability to post receipts and dispositions for tickets issued but not yet entered through data entry by the vendor with a subsequent reconciliation. For example summons paid on the day of issuance.

8) Last Name Inquiry Through, On Line Interaction

System should have the capability to access violator database from violator last name rather than just ticket number or license plate. Parking personnel must be able to input a violator's name and/or address and have all information pertaining to that individual displayed.

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9) Returned Checks

Vendor must provide for the ability to reinstate tickets for which checks have been returned. When tickets are reinstated to the file, revenue accounting must reflect the reduction.

10) Voided Tickets

Vendor must provide the capability for the Town of Islip to be able to void tickets separately in a batch mode on the computer system with password security and an audit trail.

11) Manual Changes Through Interactive Mode

The computer system must have the capability to allow the court parking personnel to manually change information on the database with authorization and system password security and an audit trail.

12) Interactive Ticket Processing

Vendor's computer system must have the ability, should an emergency require it, for newly issued tickets to be input to the database from a terminal.

V) WEB-BASED & PHONE-BASED PAYMENTS

Vendor must have the ability to provide an interactive, real-time internet site and phone system to the Town's ticket file to allow violators the ability to review and pay their open tickets on-line or over the phone.

VI) NOTICE PROCESSING REQUIREMENTS

The TOI's current notice volume is approximately 850 per month.

Vendor will be responsible for the issuing and sending of all parking violation notices. All notices are to be printed on a pre-printed self mailing form. Each type of notice should have the provision for fifteen (15) line items.

Notices are to be printed at least once per month to be distributed evenly by formula throughout the month for all vehicles having any tickets which previously have not been noticed and remain unpaid, and these notices are to include, cumulatively, all unpaid tickets.

It is our intent to include all outstanding unpaid summonses cumulatively on all notices, including the final notice for each summons. Please note that not all summonses will be noticed, only those that remained outstanding and unpaid in the time allotment determined by the Town.

The Town anticipates that this process will increase collections significantly and will more than justify any additional postage cost. The Town, however, reserves the right to further modify the noticing frequency formula, should it so determine, throughout the duration of this contract.

Notices are to be produced as follows:

1) Delinquent Notice: A parking ticket issued remains unpaid for more than sixty (60) days after the return rate. Notices are to be sent on the next noticing cycle after the (60) sixty day threshold is met.

2) Second Notice: A parking ticket remains unpaid for more than sixty (60) days after issuance of delinquent notice. Second notices are to be sent on the next noticing cycle

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after the (60) sixty day threshold is met, but not less than sixty (60) days from the mailing of the previous notice, nor more than ninety (90) days.

3) Final Notice: The form, notice wording, and distribution time interval for the final notice to be determined by the Court.

Notices are to be addressed to the vehicle's registered owner based upon registration files from the New York State Department of Motor Vehicles or departments of motor vehicles whose state names are listed under "Out of State Processing" in the Request for Proposal. Vendor must incorporate a system to stop noticing violators for whom a valid address was not obtained and be able to provide to the Town a report of all such violators.

Each notice entry should identify:

- the date the notice is generated
- the vehicle's registration number

Each notice should also include the following:

- return court date or statement that payment must be received in "x" days
- ticket date
- ticket number
- violation
- violation location
- fine amount
- total amount due for all listed tickets

Fines will escalate according to the amount indicated in the TOI ordinance. Language on the notices will vary according to type of notice to be approved by the Chief Court Clerk or Town Hearing Officers.

Currently penalties increase upon expiration of the return date and are also accumulated on successive notices.

The Town wishes to add applicable penalties ten (10) days after the return date.

Late payments are handled as partial payments with a notice sent for the balance due.

On a monthly basis for each type of notice, registers will be prepared in state/plate order and alpha owner name order, and will include ticket number, issue date, place of violation, violation description, owner's name, address, fine and penalty.

VII) SCOFFLAW PROCESSING

The proposed system must have the ability to do registration suspension and scofflaw processing including barring of re-registration through the State of New York based on a formula provided by the Town. The present formula used, but subject to modification, includes:

Barring of registration: (3) three or more outstanding summonses.

Suspension of registration: (25) twenty-five or more outstanding summonses.

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The Town must receive a "Pre-Bar" list and a "Pre-Suspension" list for approval by the Court prior to actual "Barring" or "Suspension" reporting to the State DMV.

The DMV charge for barring/suspension and required postage costs will be paid by the TOI. No additional costs or fees are to be charged by the vendor.

VIII) FOLLOW-UP COLLECTION

During the term of the vendor contract, the vendor will provide to the Town, outstanding unpaid parking ticket records either electronically or report form to be used for continual collection efforts to be performed by the Town's designee. The Town will determine the selection criteria and frequency of the data extraction for follow-up collection.

IX) REPORTS

Vendor will be responsible for the programming and issuing of all reports listed below. Any requests for new reports or modifications to existing reports shall be fulfilled by the vendor at no charge to the TOI.

The validity of the information presented in all reports must be substantial; errors must be kept to a minimum, meaning at most two minor data entry errors per week.

1) Daily Reports

a) Ticket Master Control: A recapitulation of all processed violations and activity relating to the same violations. This report is to provide an audit of all monies collected and be continuously updated. The report should include the number of tickets that are available for noticing as well as the number of tickets for which delinquent, second and final notices have been issued.

b) Daily Cash Receipts and Disposition Report: A detailed listing of cash transactions showing disposition date, ticket number sequence, and fine and penalty amounts.

c) Daily Proof List: Same as "Daily Cash Receipt and Disposition Report" except transactions listed in work order sequence.

d) Cash Adjustment Report: The journal cash register must report and total all monies collected and adjusted including total number and dollars by disposition.

e) Errors Listing: A listing by ticket number of all tickets for which an error prevented the generation of a notice that is due. The ticket number and associated error are listed on this report.

f) Miscellaneous Maintenance: A report of all maintenance processed for each ticket.

2) Monthly Reports

a) Pre-"Bar" List: A report of all vehicles that have satisfied the requirements to be "bar" eligible. This report is to be in owner name order. "Pre-Bar List" is for review by the Court prior to the actual bar request to the State.

b) "Bar" Eligibility Report: A report of all vehicles that are "bar" eligible sorted by state plate. With the listing of each plate should be all outstanding tickets,

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notice dates, fines and penalties. ("Bar" eligible are those vehicles that have met the criteria of scofflaw as determined by Town of Islip and/or the State.)

The "Bar Eligibility Report" contains more detail and will be the basis of "bar" reporting to the state.

c) Pre-"Suspension" List: A report of all vehicles that have satisfied the requirements to be "suspension" eligible. This report is to be in owner name order.

The "Pre-Suspension List" is for review by the court prior to the actual suspension request to the state.

d) "Suspension" Eligibility Report: A report of all vehicles that are "suspension" eligible sorted by State plate. With the listing of each plate should be all outstanding tickets, notice dates, fines and penalties. ("Suspension" eligible are those vehicles that have met the criteria for suspension as determined by Islip and/or the State.)

The "Suspension Eligibility Report" contains more detail and will be the basis of "suspension" reporting to the State.

e) Trial Balance Report: A report consisting of totals for unpaid tickets and associated dollars at the beginning of the month plus tickets issued during the month and associated dollars minus tickets and associated dollars paid during the same month.

f) Multiple Offenders List: A report listing all violators with twenty five (25) or more outstanding violations printed in order of number of outstanding violations. Each listing for a violator gives the person's name and address, the date range of the infractions, the number of infractions and the balance due.

g) Outstanding Issue Count by State: A report listing by State, including number of outstanding tickets that were issued to vehicles registered in each State. The data for each state is to be categorized by time of issue into six (6) month periods, starting from the present and going back twenty-four (24) months.

h) Monthly Disposition Summary: A summary report of disposed tickets by disposition code.

i) Disposition Code Ticket Summary: A comprehensive report of all payments, dispositions by number of payments, fine, penalty, total paid and write-off amounts.

3) Monthly or At Notice Issuance:

a) Delinquent Notices Generated: A report of all violators for whom delinquent notices were generated on a given date. It is printed in State plate registration order, and lists the ticket number, violator name and address, violation date, date the notice was issued (sent), the original fine amount and any penalties. The report totals number of tickets, number of notices printed and expected revenue.

b) Second Notices Generated: A report of all violators for whom second notices were generated on a given date. It is printed in State plate registration order, and lists

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the ticket number, violator name and address, violation date, date the notice was issued (sent), the original fine amount and any penalties. The report totals number of tickets, number of notices printed and expected revenue.

c) Final Notices Generated: A report of all violators for whom final notices were generated on a given date.

4) As Requested Reports

a) Daily Listing of Tickets Issued by Department of Public Safety Personnel only. A listing of each Public Safety Personnel and police person's four (4) digit identifier for ticket issuance activity.

b) Tickets Issued by ID Number: A report of number of tickets issued by day in quarter hour increments (Public Safety personnel).

c) Fiscal Route Report: Cumulative report of all tickets issued by location, including revenue generated by location.

X) CONVERSION OF EXISTING SYSTEM

In addition to the processing of new tickets, the vendor must be able to convert and take over processing of master files (parking ticket database) currently in possession of the current vendor. All costs for conversion must be absorbed by the vendor. The information must be accessible to the Town at all times and upon any issue must be rendered to the Town in full, upon written request. The vendor must be prepared to begin processing upon award of contract.

All costs of conversion must be absorbed by the selected vendor.

Your proposal must include a complete schedule and report, based on their experience and expertise, of how to convert the entire system, including all historical data and electrical requirements of the site.

Please list references, if available, with contact person's name, telephone number, and address where your firm has completed a complete system conversion.

XI) PAYMENT TERMS

The Town will pay the vendor on a cost per ticket processed (entered) and a fee structure per ticket backlogged tickets processed as detailed below. The cost of forms must be included in the proposed per ticket costs. All forms will be in accordance with all State and Local Laws, Rules and Regulations, and shall remain so throughout the term of the contract.

a) The Town shall pay on a cost per ticket processed (entered) basis for current tickets.

Current tickets are defined as tickets processed (entered) by the awarded vendor. The cost shall include up to three notices.

b) The Town will pay the vendor a percentage of collections for backlogged tickets noticed by the vendor and collected by the Town.

Backlogged tickets are defined as all tickets issued and outstanding as of 1-1-2003.

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c) All postage costs for noticing tickets will be reimbursement by the Town. The Town will not pay for out-of-state lookups for backlogged tickets.

d) All costs must be detailed in Exhibit A "Cost Summary" included within this RFP. Any and all additions charges not identified in Exhibit A must be detailed on your letterhead, an annexed to Exhibit A and your proposal response.

XII) PROPOSAL FORMAT

The proposal submitted must address all areas of this Request for Proposal (RFP). For evaluation purposes, your response should address each item of all sections of the REP. Your response should follow the section identification names and numbers as used in the RFP.

All submittals requested must accompany your proposal response in an organized and comprehensive manner. Please include 4 complete copies with your original proposal response.

A completed and sign Exhibit A attached hereto must be included with your proposal response.

Requisition
XIII) OPTIONAL PROPOSAL: HAND HELD TICKET EQUIPMENT

The Town is contemplating the use of hand held ticketing equipment for use by its Public Safety Park Rangers and Public Safety Guards. It is anticipated that 8 units will be required. Please submit a separate comprehensive proposal addressing all costs associated with the implementation of hand held ticketing equipment.

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EXHIBIT A

COST SUMMARY

Please complete the cost summary items as listed below. A complete and detailed cost outline must be included with your proposal response. The cost outline submitted must address all possible costs associated with the proposed system and management services specified in the RFP, and any additional requirements or services proposed. The cost outline should also estimate any future costs associated with your proposed system that the Town may incur.

A. CURRENT TICKET PROCESSING

COST

COST PER NEW TICKET PROCESSED (ENTERED)

HARDWARE COST

SOFTWARE COST

TRAINING COST

FORMS COST

INSTALLATION/CABLING COST

B. BACKLOG PROCESSING

% OF COLLECTION FOR BACKLOG

ANY OTHER COSTS

C. BACKLOG PROCESSING

LOADING BACKLOG TICKETS INTO SYSTEM \$

By submission of this proposal, each bidder, and each person signing on behalf of any bidder, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief.

7. A. the prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; and

B. unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

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C. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder certifies that this proposal is made without any connection with any other person making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the TOI treasury is directly or indirectly interested therein, or in any portion of the profits thereof.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal Spec. #4346, except as identified in the proposal response attached hereto.

Company Name and Address

Signature

Date

Print Name & Title

Phone Number

Contract ID: RFP 811-403

Date: AUGUST 10, 2011

CERTIFICATION

The undersigned hereby certifies that:

1. He/She is the contractor in the annexed contract or is a/an partner/officer/director of the partnership/corporation names therein duly authorized to execute this certification.

2. By executing this document, contractor certified to the Town of Islip that:

(a) Contractor is aware of the provisions of the Federal Immigration and Nationality Act, including 8 U.S.C.A. 1324-A, which prohibits the employment of unauthorized aliens; and

(b) Contractor is in compliance with same.

3. Contractor is aware that the Town of Islip will rely on this certification in entering into the aforesaid agreement.

4. Contractor is aware that a violation of the provisions of the aforesaid Immigration and Nationality Act shall result in a material breach of this agreement and shall further result in Contractor being ineligible to participate in any Town of Islip bids for a period of one (1) year and from holding any contracts with the Town of Islip for said period.

Dated: _____

SIGNATURE: _____

NAME OF CONTRACTOR: _____

NAME OF SIGNATOR: _____

TITLE OF SIGNATOR: _____



TOWN OF ISLIP
PURCHASING DIRECTOR
40 Nassau Avenue
Islip, N.Y. 11751

PROPOSAL NUMBER RFP 811-403
PROPOSAL OPENING Date: Aug. 10, 2011 Time: 11:00 A.M.
COMMODITY GROUP Computerized Parking Violations Processing & Management Services
CONTRACT PERIOD As Specified
SPECIFICATION REFERENCE As Incorporated herein

Under the provisions of Article 5-A, General Municipal Law, sealed proposals will be received by the Town Purchasing Director at the above address for furnishing the items herein listed to Town Agencies. See "Shipping Information" form for Location of Agencies.

INSTRUCTIONS

1. This proposal is signed by the proposer with full knowledge and acceptance of all the provisions of the GENERAL SPECIFICATION, the PROPOSAL and the GROUP SPECIFICATION.
2. Your proposal must be submitted on this form. (Duplicate copies are required)
3. If security is required, it will be so stipulated in this proposal.
4. This form must be completed in the name of the proposer, corporate or other and must be fully and properly executed by an authorized person.
5. Be sure to read the reverse side of each page and to complete the appropriate sections, and read all of the following provisions.
6. Record the required information on the envelope containing the sealed proposal.
7. If you are not submitting a proposal, tear off the front sheet of this proposal, fill in the necessary information and return it to this office before the opening date. Please do not return the entire proposal when not submitting one.
8. A full disclosure statement must be filled out in its entirety with every proposal submitted. (PROVISION 1)

Name of Proposer _____

Employer's Federal Identification No. _____
Address _____

Signature of Proposor _____
Official Title _____
Printed or Typed Copy of Signature _____
Telephone Number _____

Mark where appropriate:

We are not submitting a proposal _____

We request removal of our name from the mailing list _____

PROVISION 1 - DISCLOSURE STATEMENT

In connection with the submission of this proposal for _____

(Name of Contractor)

I, _____

the *(applicant herein), an Officer or agent of the corporate applicant namely its _____

*(swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this proposal:

MO. DAY YR.

Name	Address	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Cross out phrases that are not applicable. (In case of corporations, all officers of the corporation, and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following persons listed in (1) above are related by blood or marriage to an officer or employee of the Town of Islip:

Name	Relationship	Name / Position of Employee
_____	_____	_____
_____	_____	_____

3. The following persons listed in (1) above are state or local officers or employees, or members of a board of commissioners or local public authorities, or other public corporation within Suffolk (exclusive of a volunteer fireman or civil defense volunteer):

Name	Employee	Position
_____	_____	_____
_____	_____	_____

False statements made herein are punishable, at least, as a Class A misdemeanor pursuant to §210.35 or §210.45 of the Penal Law.

Print Name _____

(Signed) _____

(Corporate Title, if any) _____

Witness;
State of New York

On the _____ day of _____, before me personally came,
to me known to be the individual described in and who executed the foregoing instrument and he/she acknowledged
to me that he/she executed the same.

PROVISION 2 - LOCAL LAW NO. 2

A local law ensuring fair employment practices, effective September 14, 1965, states:

Section 1. It shall be unlawful for any person engaged in the construction, alteration or repair of any building, project or any public works of any kind, or enjoying any contract, franchise, sub-contract or any other contractual awards issued by the Town of Islip, to discriminate against any qualified employee or qualified applicant for employment because of race, creed, color, sex, or national origin.

Section 2. The Town of Islip, and all of its contracting agencies and departments shall include in all public contracts hereafter negotiated or renegotiated by them a provision obligating the contractor not to discriminate against any qualified employee or qualified applicant for employment because of race, creed, color, sex, or national origin.

Section 3. Any person, firm, or corporation who shall violate any of the provisions of section one or section two hereof shall, upon conviction, be guilty of any offense, and shall be punished by a fine of not more than two hundred fifty dollars or by imprisonment for not more than thirty days, or both.

Section 4. The violation of section one or section two hereof, and a conviction thereof, shall constitute a material breach of contract by such person with the town, and the Town of Islip, may, in its discretion, terminate said contract.

Section 5. This local law shall take effect immediately.

PROVISION 3 - Proposal

Non-collusive bidding certification. By submission of this proposal, each proposer, and each person signing on behalf of any proposer, certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her or their knowledge and belief:

- (1) The prices of this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

NOTE:

General Municipal Law §103-d further provides that:

A proposal shall not be considered for award nor shall any award be made where (1) (2) and (3) above have not been complied with; provided however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposer has (a) published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of the paragraphs (1) (2) and (3) above.

Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate proposer for work or services performed or to be performed or goods sold or to be sold, where competitive proposing is required by statute, rule, or local law regulation, and where such proposal contains the certification set forth above shall be deemed to have been authorized by the board of directors of the proposer and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

PROVISION 4

Tax Provisions: Purchases made by the Town of Islip are not subject to state or local sales taxes or federal excise taxes.

To satisfy the requirements of the New York State sales tax either the purchase order issued by an agency or institution of New York State for supplies or equipment or the voucher forwarded to authorize payment for such supplies and equipment will be sufficient evidence that the sale by a contractor or vendor was made to an exempt organization pursuant to §1116(a) (1) of the Tax Law.

Exemption certificates for federal excise taxes will be furnished upon request, by the Town Comptroller, 655 Main Street, Islip, N.Y. 11751.

No person, firm, or corporation is, however, exempt from paying the New York State truck mileage, Unemployment Insurance or federal social security taxes.

PROVISION 5 - RESERVED

PROVISION 6 - Refusal to sign a waiver of immunity or to answer a relevant question

Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting proposals to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Provision 7 – Proposer Qualification / Requirement

In order to facilitate the decision process the following information is requested. The outlined requirements are designed to identify the Proposer's ability to provide the required services to Town of Islip.

7.1. Organization and Structure

Create an attachment, labeled Attachment 7.1& 2, providing an overview of Proposer's company organization and structure, including a brief overview of corporate history. The complete description of Proposer's company should include:

- Ownership structure
- Organization chart, including the Chief Executive Officer, President, and Chief Financial Officer
- Number of employees
- Description of all operation units, subsidiaries, affiliated companies.
- Description of any strategic changes your company has undertaken in the past three (3) years, such as businesses acquired, divested, reorganized, etc.

7.2 Business Information

1. Dun and Bradstreet (DUNS) Number, if any:
2. Current DUNS rating:
3. Standard and Poor's rating:
4. This years projected annual sales
5. Previous year's annual sales
6. What percentage of Proposer's annual revenues would any contract resulting from this proposal represent?
7. Please describe any dealer or subcontractor relationships that would be involved in the support of these products or services being provided under this Bid.
8. Business Information
 - a. List any material claim asserted or threatened against Proposer that may have a significantly adverse effect on Proposer or adversely affect Proposer's ability to provide the goods or services required by this BID:
 - b. List any business issue currently confronted by Proposer that may have a significantly adverse effect on Proposer or adversely affect Proposer's ability to provide the goods or services required by this BID:
 - c. Is your business currently or within the last three years been penalized or reprimanded for poor quality of delivered goods or performance of services?
Yes / No: If Yes explain
 - d. List any sanctions or disciplinary actions that Proposer has had with in the last three years from any State or Governmental Agency.

7.3 References

Proposer is requested to provide references from any of following sources in attachment 7.3:

- three customer accounts that are significant to Proposer regardless of industries; or
- three major corporate accounts; or
- three accounts to which Proposer company serves as a sole Proposer

7.4 Account Management and Contract Performance

7.4.1. Management Personnel

Create an attachment, labeled Attachment 7.4.1, providing names and qualifications of personnel whom will manage Town of Islip's account. Also, include business locations regional account managers for Town of Islip locations specified herein.

7.4.2 Cost Containment

Proposer is here-with encouraged to make suggestions to Purchasing on how the Town of Islip could lower the cost of doing business. (ie: change in procedure or alternative product.) Proposers suggestion is not meant to be incorporated with this bid but an improved future action.

7.4.3 Prohibition of Conflict of Interest

Proposer shall acknowledge agreement with this paragraph.

During the term of this Agreement, Contractor shall not perform any services or accept employment of any character hostile to the interests of the Town of Islip, or otherwise engage in activities adverse to the interests of the Town of Islip.

7.5 Activity Reports

In addition to the reports/invoicing procedures outlined in this section, Town of Islip reserves the right to reasonably request future management, usage or other ad hoc reports, and/or to request changes in invoicing procedures or media, at no additional cost. Proposer will be required to provide any customized reports requested by Town of Islip within ten (10) business days of any such request.

7.6 Responsibilities as Independent Contractor

Subcontractors supplied by the Proposer will be deemed Proposer's personnel or agents, and the Proposer will assume full responsibility for their acts. Town of Islip reserves the right, however, to request the withdrawal or replacement, of any member of the Proposer staff working under the final agreement at any time.

Any contract resulting from this Bid shall not be assigned or subcontracted by Proposer without the written consent of Town of Islip. Please disclose any subcontracting or third party arrangements that may be current in your proposal. If the proposal includes items supplied by a subcontractor or an aggregator, it will be required that the Proposer assumes responsibilities for such items as an Independent Contractor to Town of Islip. These responsibilities will include delivery of all items, service, resolution of employee issues and coordination of all necessary support. Furthermore, Town of Islip will consider Proposer to be the sole contact concerning contractual matters, including payment of any and all charges resulting from the services provided.

Proposer's subcontractors are responsible to Town of Islip only as to the results to be obtained in the work herein specified, and insofar as the work shall be done according to the terms, plans and specifications furnished by Town of Islip. If you intend to use outside subcontractors please provide company name, address and telephone number, number of years in business and references. Create an attachment, labeled Attachment 7.6, that discloses fully all your relationships with any and all subcontractors and other related companies. Please include the percentage of your company's sales supplied by those companies. Please note, Town of Islip reserves the right to accept or reject any such subcontractors.

7.7 MWBE / SB

Proposer is requested to indicate if Proposer is a New York State Certified Minority or Woman Owned Business Enterprise (MWBE) or Small Business (SB). If applicable, circle one (MWBE) (SB)

7.8 Customer Service

Town of Islip end users require and expect immediate responses on a daily basis for service issues. Describe the account representation you would provide Town of Islip service.

What is your company's problem resolution protocol and escalation procedure? Create an attachment, labeled Attachment 7.8, providing Town of Islip with a description of your performance standards (timeliness and quality) and recent results.

7.9 Invoicing

Town of Islip's method of payment is with an original numbered invoice and signed Claim Voucher.

The invoice must include but not be limited to the following:

- Purchase Order Number and Date
- Requisitioner Name and Phone number
- Item description
- Charge for each item
- Quantities
- Shipping locations
- Total charge for each item
- Total amount to be paid

Indicate payment terms in regard to percentage discount for early payment. Town of Islip's standard payment term is net 45 days.

7.10 Delivery

Proposer's preferred method of delivery will be determined by the requirements of Town of Islip. Create an attachment, labeled Attachment 7.10, providing Town of Islip with a description of your shipment method i.e., carrier and delivery times.

Orders provided to Proposer by **12:00 Noon EST** are required to be delivered the next day. Proposer should identify special order products, not locally stocked, and identify proposed order lead-time. The Proposer will obtain a signed receipt for all products delivered.

Deliveries are to be made during regular business hours, Monday through Friday except holidays.

Stock merchandise may be returned for full credit without a restocking charge. These products must be returned within thirty (30) days and in saleable condition including original packing.

7.11 Acknowledgement

Proposer acknowledges with the submission of a bid response that the entire set of Proposer instructions shall be part of the final Purchase Order or Contract that derives from the award of this bid, if any.