



Request for Proposals

Parking Ticket Collection Process

City of Rye, New York
1051 Boston Post Road, Rye, New York 10580
www.ryeny.gov

SECTION I: SUBMISSION OF PROPOSALS

Proposals must be received by:

City of Rye Finance Department
1051 Boston Post Road
Rye, NY 10580

Not later than:

Wednesday, October 27, 2010, 4:00 p.m. (Eastern Time.) Postmarks will not be considered.

Please refer requests for additional information or clarification of requirements to:

Jean Gribbins
City Comptroller
City of Rye
1051 Boston Post Road
Rye, NY 10580
TEL: (914) 967 – 7303
FAX: (914) 967 – 7370
jgribbins@ryeny.gov

The City of Rye (“City”) will notify all vendors who have advised the City that they intend to respond to this RFP of any substantive clarification provided in response to any inquiry. The City may extend the due date if such information significantly amends this solicitation or makes compliance with the original proposed closing date impractical.

Office hours for receipt of proposals are Monday through Friday, 9:00 a.m. – 5:00 p.m.

SELECTION CRITERIA AND PROCESS

Proposals will first be evaluated and ranked on the following criteria: vendors’ qualifications; reputation for reliability and security; program quality; delivery schedule; commitment to training; warranties; and other criteria as the City may deem to be in its best interest.

PROPOSAL REQUIREMENTS AND FORMAT

Part 1 - Introductory Letter of Vendor (no more than 3 pages).

Part 2 - Provide detailed program and handheld ticket writer specifications.

Part 3 - Itemized cost for services.

Part 4 - Identify at least 3 New York State communities using a program similar to the one proposed. For each community identified, please indicate the length of time the program has been in use with that community.

SECTION II: CONTENT OF PROPOSAL

A. Proposal Procedures.

1. Proposals shall be typewritten and signed by an authorized representative of the proposer. The person signing the Proposal Statement shall initial alterations or erasures in ink. No oral, telegraphic or telephone proposals will be accepted. Facsimile or Electronic Data Interchange (EDI) proposals will not be accepted.
2. Proposers shall submit three (3) sealed copies of their proposal, attached to this Request for Proposal, with the Proposal Statement completed and signed.
3. All envelopes in which this RFP/Proposal Statement and proposal are submitted must be clearly marked **PARKING TICKET COLLECTION SERVICE PROPOSAL**.
4. Proposals shall include the business name, address, telephone number, fax number (if available), and website address (if available) of the organization, and a cover letter summarizing the proposal.
5. Proposals shall set forth the qualifications of the organization to perform the contract. This should include a description of the organization's experience with projects of this type, as well as resources at its disposal to execute the project. City reserves the right to request that prior to awarding this contract, the successful proposer supply a certified copy of its financial statements for review.
6. Proposals shall include a list of clients in New York State for whom similar projects have been completed by the organization. The City may contact these clients for an evaluation of the organization's performance.
7. Proposals shall include three (3) current New York State business references.
8. Proposers are strongly encouraged to organize response for Section II A 4, 5, 6, 7, Section II B 1, 2, 3, and Section IV C Scope of Services by identifying these sections in the proposal and responding to each item accordingly. This will help facilitate evaluation of the proposal in the proper order and with ease.

9. Unless proposers are specifically authorized by this RFP to take exceptions or to leave terms open to negotiation, proposals shall be a complete offer and fully responsive to this RFP, and must include all information required herein to be evaluated and considered for award. Failure to do so may be deemed sufficient cause for rejection of the proposal.
10. Unless expressly authorized in this RFP, proposers shall not make their proposals contingent upon the City's acceptance of specifications or contract terms that conflict with or are in addition to those set forth in this RFP.
11. Although the general criteria to be used for final evaluation has been provided, it is not intended to limit imagination or creativity in preparing a proposal that will accomplish the same goals and expectations.
12. Questions from and answers to any one proposer, will be forwarded to all recipients of this RFP, as soon as resolved and before the submission deadline if feasible, if such questions will clarify any part of this RFP.
13. Proposers may submit more than one proposal. All proposals must comply with the requirements of this RFP, except that additional proposals may incorporate, by reference, repetitive information, which is provided in the complete proposal. Proposals are firm, binding and irrevocable offers for a period of forty five (45) days following proposal opening.
14. Proposals may be withdrawn at any time prior to the scheduled closing date and time for the receipt of proposals, by written notification on company letterhead signed by an authorized representative and received by the City prior to the scheduled closing date and time. Envelopes must be clearly marked PROPOSAL WITHDRAWAL – PARKING TICKET COLLECTION SERVICE. Electronic Data Interchange (EDI) or Facsimile withdrawals will not be accepted. Oral or telephone withdrawals will not be considered, recognized, or accepted.
15. Proposals may be modified or corrected at any time prior to the scheduled closing date and time for the receipt of proposals, by written notification on company letterhead signed by an authorized representative and received by the City prior to the scheduled closing date and time. Envelopes must be clearly marked PROPOSAL MODIFICATION – PARKING TICKET COLLECTION SERVICE. Electronic Data Interchange (EDI) or Facsimile modifications or corrections will not be accepted. Oral or telephone modifications or corrections will not be considered, recognized, or accepted.
16. If the City deems it necessary to amend this RFP, an Addendum will be prepared and issued to all proposers. Proposers shall be required to sign and attach a copy of the Addendum to their proposal. If the proposer has already submitted a proposal, the proposer shall follow the instructions set forth in Section II, A 15.
17. The City reserves the right to inquire in writing, and meet with individuals or representatives of proposing firms, for the purpose of clarification of points made in their proposal.

18. The City reserves the right, at its option, to reject any or all proposals.
19. The City is not responsible for any costs of any proposers incurred while submitting proposals, and all proposers who respond to solicitations do so solely at their own expense.
20. Proposers agree that the City shall have the right to review and require modification of any terms or definitions used in the final contract. Failure to agree upon acceptable contract definitions or terms may result in cancellation of the proposal award.
21. This RFP and one (1) copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be retained by the City of Rye for the required retention period, and made a part of a file or record that shall be open to public inspection.
22. The City plans to award this project to the firm or individual, which best meets the selection criteria as detailed in Section III. **Notification of the City's decision will be mailed no later than November 5, 2010.**

B. Working Relationships.

1. The City has designated Ms. Jean Gribbins, City Comptroller, as the City's representative for this project.
2. The Proposer shall designate a Project Manager to be responsible for coordination with the City's representative.
3. The Proposer shall submit the names, titles, and qualifications of individuals who will be assigned to this project. This should include their areas of expertise, and their experience with projects of similar scope and nature and also include projected changes in staff during the contract period.
4. The Proposer shall submit a detailed description of procedures and other aspects of the working relationship expected between the proposer's Project Manager and the City's representative, as well as any other information thought necessary for the fulfillment of the contract.

SECTION III: AWARD PROCEDURES

- A. The City Manager and City Comptroller, and/or their respective designee(s) will evaluate proposals.
- B. Proposals will be evaluated for completeness and compliance with the requirements of this RFP.
- C. Proposals that are incomplete, which do not meet all requirements of this RFP, or are otherwise deemed by the City to be "non-responsive" will be rejected.

- D. Proposals considered complete or "responsive" will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of this RFP. If the proposal is unclear, proposers may be asked to provide written clarification.
- E. Upon approval of award, a contract will be drawn which will include by reference applicable portions of this RFP, applicable portions of the proposer's proposal, and any additional contractual language as may be required by the City or by law. The successful proposer will be notified in writing of its winning proposal, and all other proposers will be notified in writing that the winning proposal has been selected.

CONTRACT AWARD CRITERIA

The evaluation process is not designed to award the contract to the vendor of least cost, but rather to that vendor with the best combination of attributes and offerings based upon the evaluation criteria. Failure to meet all bid evaluation criteria may result in rejection of the entire bid. The weight assigned to these criteria shall not necessarily be equal. The weight for each criterion shall be assigned at the sole discretion of the City. The following criteria will be considered in determining bid award:

1. Cost
2. References
3. Ability to perform anticipated work
4. Service history and performance history in similar applications in New York State
5. Years in business
6. Warranty
7. Accessibility of Vendor's Staff to City Staff

The City reserves the right to make an award without further discussion of the proposal submitted. The proposal should be initially submitted on the most favorable terms the vendor can offer. The vendor shall specifically stipulate that the proposal is predicated upon the acceptance of all terms and conditions stated in the Request for Proposal. It is understood that the proposal will become a part of the official file on this matter without obligation to the City. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final contract.

SECTION IV: INFORMATION REGARDING PROPOSAL**A. General Information.**

The City of Rye, New York (City) is issuing this Request for Proposal (RFP) to secure a contract with a vendor to provide parking ticket disposition and revenue collection services to the City.

The contract shall commence no sooner than November 5, 2010, and shall continue until terminated by either Party. Service start date will be confirmed in writing. Either Party may terminate the contract by giving written notice sent by certified mail to the other party not less than ninety (90) days prior to the termination date.

After the initial twenty-four month term of this contract, Vendor may terminate this contract, with the mutual consent of City. Vendor shall provide at least ninety (90) days' notice to City of its desire to terminate under this clause.

B. Current Operations.

Currently, all parking ticket collections are processed by the Finance Department in Rye City Hall. The Finance Department accepts payments in person, through the mail, and on-line. The Finance Department also works with City Court to handle parking ticket disputes, placing tickets on Court Hold while the violator either files a plea form with the Court, or appears before the judge in person, and then following up with the violator regarding the disposition of the ticket.

Approximately 12,000 tickets are issued each year by Parking Enforcement Officers and Police Officers. Currently, each of those tickets is handled by the Finance Department.

Demand notices (notice of overdue parking violations) inform violators that parking tickets have not been paid within the time period as established by the City. Vendor will generate and mail up to 5 monthly notices. Vendor will design notices that are approved by the City and conform to the State of New York's and the City's rules and ordinances.

C. Scope of Services Required.

The following services are to be provided by the Vendor and, **unless otherwise noted**, are **mandatory**:

The vendor must be able to convert and take over the processing of master files that make up the City's existing parking ticket database (which is currently stored in Complus' FastTrack). All costs for conversion must be absorbed by the vendor. Vendor will work with City to determine

uncollectible outstanding tickets and purge these from the master file as part of conversion. Vendor and City will work together to establish future scheduled purge criteria and timeline.

It is expected that all services be successfully implemented within forty five (45) days of the City of Rye entering into an agreement with the vendor, unless negotiated differently.

Payment Processing

Vendor will process and account for all payments made to City of Rye. Vendor agrees to perform all payment processing functions and deposit the funds for deposit into a City-owned bank account within twenty-four hours of receipt.

Vendor will have security measures in force to ensure the safety and integrity of payments being processed.

Dispute Processing

Vendor will be responsible for all aspects of violator dispute processing. Violator dispute processing will include, but not be limited to (a) placing tickets on court hold (b) providing administration of violator pleas (c) communicating violator pleas to Rye City Court (d) processing dispute decisions made by Rye City Court.

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. In addition, the vendor's system must automatically notify an operator when a violator has previously issued a bounced check in the past, instructing them to no longer accept payments by check from this individual.

Web-Based Payments

Vendor must have the ability to provide an interactive, real-time internet site to allow violators the ability to review and pay their open tickets online with a credit card. This feature will be completely integrated with the Vendor software System so that as transactions are processed, the parking ticket database is updated in real-time. The online payment system must be secured with the latest encryption technology, and offer a quick and easy solution for processing violation payments.

In-State Processing

Vendor is required to directly interface with the State of New York Department of Motor Vehicles (DMV) and must have an account with the same for license plate lookup services. A copy of said agreement must be available for inspection by the City of Rye. Vendor must show experience with at least three (3) New York State municipalities for a minimum of three (3) years from the date of this RFP through detailed references.

Data Entry of Handwritten Parking Citations

Vendor will provide pre-addressed envelopes for the daily forwarding of handwritten parking tickets and data enter these tickets into vendor's software on behalf of the City of Rye. Vendor agrees to have these citations added to the parking ticket database within 48 hours of their receipt. Once a ticket is entered into the system, it will immediately be available to interface with the appropriate DMV agency for name and address verification. Once a ticket is entered into the system, it will be available for the violator to pay online.

Reports

Vendor will be responsible for the programming and issuing of all reports listed below. The vendor, at no charge to the City, shall fulfill any requests for new reports or modifications to existing reports.

- *Daily On-Line Cashiering Report* listing all payments and adjustments by ticket number, amount, method of payment, cashier, date and plate number, which will equal the daily deposit to the City's designated bank account.
- *Weekly Scheduled-Hearing Report* showing all tickets scheduled for hearing with ticket number and amount, date of issue, hearing date and time, state/plate name and address of owner. This report will be forwarded to the Rye City Court to coordinate disposition of disputed tickets.
- *Monthly Payments Collected Report* showing ticket payment processing by date of processing including ticket numbers, amount paid, pay date, issue date, notice mailing date and totals for each day and each report.
- *Monthly Disposition Report* listing by state/plate number, the violation numbers of tickets dismissed during the month on each plate, including the dollar amount for each ticket dismissed and total dollar amount for each plate and the total number of tickets dismissed that month and the total dollar value of tickets dismissed during the month.
- *Monthly DMV Scofflaw Report* by license plate, showing the total plates flagged for non-renewal at the New York State Department of Motor Vehicles.
- *Monthly Reconciliation Report* reconciling tickets issued by summons control number, the amount of the ticket and the amount of cash collected for the ticket. This will be used as a monthly auditing report to show that all tickets have been accounted for.

New York Scofflaw Program

For all State of New York violators who have 3 or more unpaid parking tickets within an 18 month period, vendor will notify the New York State DMV not to renew the vehicle owner's registration until all outstanding tickets are paid to the City of Rye.

Nationwide DMV Lookups

Vendor will interface directly with the various DMV agencies around the country on the City's behalf to obtain registered owner information. New information, as well as any updated information from the Department of Motor Vehicles and United States Postal Service will be merged into the files.

VIOLATOR NOTICE GENERATION**Violation Notices**

Vendor will generate and mail up to 5 monthly notices. Vendor will design notices that are approved by the City and conform to the State of New York's and the City's rules and ordinances. Vendor will be responsible for the issuing and sending of all parking violation notices. Notice text must be able to be changed within twenty-four (24) hours of request by the City. Notices are to be printed at least once per month for all vehicles having any tickets that previously have not been noticed and remain unpaid. Notices are to be addressed to the vehicle's registered owner based upon registration files from the various states' department of motor vehicle agencies. Vendor must actively pursue locating new addresses for violators whose notices have been returned for lack of a valid address and not send further notices until a new address is obtained.

Each notice should identify:

- The date the notice is generated
- The vehicle's registration/ plate number and state

Each notice should also include the following:

- Ticket data
- Ticket number
- Violation
- Violation location
- Fine amount
- Penalty amount
- Total amount due for all listed tickets

Fines will escalate according to the schedule indicated by the City. Language on the notices will vary according to the type of notice.

Public Call Center

- Violators will have access to customer service assistance via a nationwide, toll free number between the hours of at least 9:00 AM and 5:00 PM, Monday through Friday, Eastern Time. These customer service representatives will be able to address any and all questions regarding individual tickets, handle disputes and explain the administrative adjudication process. All calls from public customers will be handled by following strict guidelines with the highest degree of professionalism, and all complaints will be referred to the City of Rye.
- All call center staff will be educated and trained properly to address citizen concerns and their activities will be monitored closely by the Department Supervisor. This will ensure that the City of Rye is being represented in a positive and courteous manner.

Handheld Ticket Writer Specifications

The City of Rye is looking for the chosen vendor to supply four (4) handheld ticket writers for automated parking ticket issuance. The City prefers the following specifications:

- Each unit to be a one-piece, self contained unit with a built-in-thermal printer
- Image capture and barcode reading capabilities
- Weigh less than 2 pounds
- Readable in all weather conditions
- Drop durability of four (4) feet to concrete
- Operating temperature of -4°F to 122°F
- Complies with the IP54 rating for dust and water-splash protection
- No loss of data while transferring data from handheld to server
- Customizable Programming
- **Vendor is responsible for providing all handheld ticket stock throughout the duration of the contract at no additional cost**
- **Ticket stock must be compatible and function efficiently with handheld writers**

The handheld units will enable a parking enforcement officer to “write” their tickets on the handheld computer and have the ticket printed by the attached printer. These tickets are then automatically loaded onto the system through a synchronization process at the end of each officer’s shift.

Vendor will provide on-site training in the use of the handheld device at no cost to the City. Vendor throughout the term of the contract will train any new staff member. Maintenance, repair and replacement of the equipment will be the responsibility of Vendor. This includes the handheld, printer, batteries, chargers and cables. Repairs which in the opinion of the original manufacturer or authorized repair facility are required as a result of an accident, neglect or misuse of the equipment are made at the sole expense of the City.

The handheld must have a level of security which provides the officer a sign on to prevent unauthorized use.

The handheld must have drop down menu choices for all US States and Canadian Provinces. This list should be able to allow for those most utilized to be placed in order of use.

The software must provide the ability to take an unlimited number of color or non color snapshots. The software must automatically download the snapshots and associate to the appropriate citation record.

Towing

The vendor must provide on-line or telephone facilities for tracking vehicles that have been towed for illegal parking or persistent parking offenses. Violators whose vehicle has been towed must be able to pay outstanding fees either on line or by telephone. Online payments must generate a printed receipt that the violator can bring to the Rye City Police Department for vehicle release. Payments made by phone must generate an immediate telephone call to the Rye City Police Department for vehicle release.

Ticket Redesign

Tickets currently in use by the City will need to be redesigned to reflect the new payment and disposition processes. Vendor will work with City Departments and City Court to redesign the ticket format before ticket stock is ordered.

Travel Expenses

All travel and lodging expenses will be at the sole expense of the vendor and at no cost to the City for the duration of the contract.

Contract Period

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

Payment

The City of Rye will pay the vendor a percentage of monies collected for current and any backlogged tickets, in addition to reimbursement for postage on delinquent notices.

On-line Payment Web Site Up Time

Vendor's on-line payment website shall be online and all services shall be available to violators no less than ninety-five (95%) of the duration of Agreement. Failure to meet specified up-time shall be grounds for cancellation of contract. Upon request from the City, vendor shall make every effort to maximize its on-line payment website hours of operation.

Backup Systems

Vendor must provide for total backup for all software, hardware and other equipment. All data files and databases are to be backed up at least once per day. The backed up data is to be sent to offsite storage on a daily basis.

Disaster Recovery Plan

In addition to 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.

Installation Time Frame

Vendor must demonstrate their ability to install and operate the proposed system within forty-five (45) days notice of award, unless negotiated otherwise.

Price

Price shall remain firm for the first twenty-four (24) months of the contract. For contract extension terms, price changes are limited to once per year, and restricted to a rate increase no higher than 3% or the CPI, whichever is lower.

Penalties

City shall be compensated by a pro-rated reduction applied to the current or next invoice amount in the contract period for unsatisfactory service. "Unsatisfactory Service" includes (but is not limited to):

- The City will have zero tolerance for the failure of vendor to deposit funds within twenty-four hours of receipt on normal business days.

- Vendor's on-line payment website shall be online and all services shall be available to violators no less than ninety-five (95%) of the duration of Agreement. Failure to meet specified up-time shall be grounds for cancellation of contract. Upon request from the City, vendor shall make every effort to maximize its on-line payment website hours of operation.

City Responsibilities and Prerogatives:

Upon receipt of invoice, Program Administrator will make payment to Vendor in accordance with City's regular payment procedures. Vendor supplied reports will support monthly billing amounts. Payment will be made within 30 days of the end of the invoice service month provided an accurate invoice has been received. No prepayments shall be made.

SECTION V: Proposal Statement

I have read all of the terms and conditions of this Request for Proposal, and I understand that if awarded the contract, I shall be bound by its terms and conditions, and by my response, which is incorporated herein or attached hereto, and by this reference made a part hereof. I certify that I have not and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

Certificate of Compliance with Tax Laws

I, the undersigned, being first duly sworn (Check one box):

hereby certify under penalty of perjury that I am not in violation of any New York State tax laws.

hereby certify under penalty of perjury that I am authorized to act on behalf of Vendor and to the best of my knowledge, Vendor is not in violation of any New York State tax laws.

Business Designation (check one):

Corporation Partnership Sole Proprietorship

Governmental/Non-Profit Limited Liability Company/Partnership

Social Security No. or Tax Identification No. _____

(Above information must be provided prior to contract approval. If awarded the contract, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted. Information not matching IRS records could subject Vendor to 31 percent backup withholding.)

The individual signing this Proposal Statement warrants they have authority to bind the Proposer by their signature.

Signature: _____ Dated: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____