

VILLAGE
OF
AMITYVILLE, NY



REQUEST FOR PROPOSALS
Multi-Space Parking Meters

Request for Proposal No. 2016-02

Date due: June 30, 2016

REQUEST FOR PROPOSALS

Sealed proposals will be received by the Village of Amityville, NY (the “Village”), at the Village offices located at 21 Ireland Place, Amityville, NY 11701 up to 2:00 p.m. on June 30, 2016 for the following:

RFP No. 2016-02
Multi-Space Parking Meters
for the
VILLAGE OF AMITYVILLE

The proposal documents (the “RFP”) may be obtained at Village Hall or may be requested by calling 631-264-6000 extension 404 during normal business hours or by visiting the Village website at www.amityville.com. Proposers obtaining an RFP must provide proper contact information so they may be contacted if or when an RFP addendum is issued. Proposals shall be prepared and submitted in accordance with the RFP.

Proposers must comply with the requirements of the public bidding laws of the State of New York State as well any Affirmative Action, Disclosure Statement, or Non-Collusion requirements set forth in the RFP.

All proposals must be submitted in a sealed envelope clearly marked “Sealed Proposal: Multi-Space Parking Meters”.

The Village reserves the right to reject any or all proposals in accordance with law, waive any informalities, or to accept a proposal which, in its judgment, best serves the interest of the Village. Proposer’s prices must remain firm and in effect for a period of 90 days after the proposal opening. The Village will determine a winning contractor, if any, and provide notification to the Proposers before the close of business of August 12, 2016.

Dina Shingleton
Village Clerk / Treasurer

REQUEST FOR PROPOSAL NO. 2016-02

1.0 SUMMARY

The Village of Amityville, NY (the “Village” or “Village of Amityville”) is seeking proposals from firms qualified and licensed to furnish and install multi-space parking meters (the “Proposer”, “Respondent”, “Contractor”, “Supplier”, “Proposer”, or “Vendor”).

1.1 Time Frame

To be eligible, completed proposals must be submitted to the Village of Amityville Purchasing Department and received by 2:00 p.m. Eastern Standard Time on June 30, 2016.

2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

Proposals should be based on the following instructions and project requirements.

2.1 Errors, Omissions, Clarifications

All questions and requests for clarification relating to the Request for Proposal (RFP), the RFP process, and/or identification of any errors or omissions in the RFP documents shall be directed in writing to:

Ms. Dina Shingleton, Village Clerk / Treasurer
21 Ireland Place
Amityville, NY 11701

Questions or requests for clarification must be received on or before June 24, 2016 and responses will be provided to all prospective Proposers on or before June 28, 2016.

Responses can only be provided to vendors on the Prospective Proposers List who have provided proper contact information. Vendors who wish to be placed on the Prospective Proposers List must fax the form provided in Attachment No. 1 to Ms. Dina Shingleton, fax number 631-598-0363.

2.2 Compliance With New York State Laws

Proposers, suppliers, or any of the proposer’s sub-contractors agree to comply with all New York State contract laws, bidding laws, and laws and regulations governing firms engaged in the manufacturing, sale, distribution, or installation of multi-space

parking meters. Proposers and proposer's sub-contractors must be licensed to do business in the State of New York.

2.3 Proposal Submissions

One signed original and six copies of each proposal shall be submitted. Each copy shall be complete and unabridged and shall not refer to any other documents for additional information, clarification, or details.

Sealed proposals clearly marked with the proposal number and project title shall be delivered to:

Ms. Dina Shingleton, Village Clerk / Treasurer
21 Ireland Place
Amityville, NY 11701

(Phone Number 631-264-6000 extension 401)

and received by 2:00 p.m. Eastern Standard Time on June 30, 2016.

The Village will not be held liable for any costs incurred in the preparation or delivery of respondent's proposals.

2.4 Proposal Contents

All proposals shall provide all detailed information as requested in the RFP document. Failure to be fully responsive in accordance with the RFP request for all detailed information may result in rejection of a proposal without further consideration by the Village.

2.5 Contact Person

Each proposal must include the full business address, business phone, fax number, and email address of the Proposer's contact person.

2.6 Late Proposals

Late proposals will not be accepted and will be returned to the respondent.

2.7 Signed Proposals

The proposal must be signed by a person authorized to sign on behalf of the Contractor, binding the contractor to statements made in response to this Request for Proposal.

2.8 Proposal Validity

Proposals shall contain a statement that they will remain firm and in effect for at least 90 days after closing date.

2.9 Irrevocability of Proposals

By submission of a clear and detailed written notice, the contractor may amend or withdraw its proposal prior to the proposal due date and time. Upon this time, all proposals become irrevocable. By submission of a proposal, the contractor agrees that should the proposal be successful, the contractor will enter into a contract with the Village that is based on the proposal contents.

2.10 Inspection of Site

Each Proposer shall personally examine the various sites of proposed work in this project and fully acquaint himself with the existing conditions there relating to the work required under this contract and the restrictions attending the performance of the contract. Proposers by satisfying themselves via such personal examinations shall not, at any time after the submission of their proposal, dispute or complain of such estimate or assert that there was any misunderstanding in regard to the nature of the work to be done.

2.11 Delivery

The Village would like to take delivery of the multi-space parking meters on or before September 30, 2016. Proposal shall include a guaranteed delivery date so the Village may properly plan and coordinate the installation process.

3.0 PROPOSAL EVALUATION AND SELECTION PROCESS

3.1 Proposals Recieved

All proposals received on or before 2:00 p.m. on the same day as the deadline for RFP responses will be evaluated by the Village.

3.2 Proposal Evaluation

All proposals will be initially evaluated by an evaluation committee to assess the qualifications and capabilities of Proposers to meet the standards specified in the RFP.

Throughout the evaluation process, the Village, at its sole discretion, may request additional written clarifications and/or supplemental information from selected Proposers as part of the initial evaluation process. This process may or may not include interviews with respondents and a demonstration of the proposed equipment.

In general, the contract will be awarded to the Proposer whose proposal, in the opinion of the Village, provides the best combination of price and quality and meets all standards, requirements, qualifications, and State laws set forth or referred to herein. The Village reserves the right to reject any or all proposals in accordance with law, waive any informality, or to accept a proposal which, in its judgment, best serves the interest of the public or the Village.

3.3 Non-compliance with RFP Requirements

Unless explicitly stated in the proposal, all proposals shall be assumed by the Village to be in full compliance with the RFP requirements without exception.

All items in the proposal that are not in full compliance, or that vary from the specific RFP requirements, shall be clearly identified in the proposal as non-compliant and shall include specific reference to the precise nature of the variances of non-compliance.

Non-compliance or variation from the specific RFP requirements will not necessarily result in rejection of a proposal.

4.0 **CONTRACT AWARD / RIGHT TO TERMINATE**

By submission of a proposal, the Proposer agrees that should it be identified as the successful Proposer, it is willing to enter into a contract with the Village to deliver the specified goods and services by a guaranteed date.

If the Proposer informs the Village that they are unable to meet the guaranteed delivery date or if the Proposer does not meet the guaranteed delivery date, the Village shall have the right to terminate the contract and the Proposer will have no rights or claims against the Village.

Multi-space Meter units must be tested and declared “field-ready” before being shipped to the Village. If the Proposer delivers defective units or units that do not meet the minimum requirements set forth in the Proposer’s submittal the Village shall have the right to terminate the contract and the Proposer will have no rights or claims against the Village or its employees, representatives, or agents.

5.0 **SPECIFICATIONS / QUALIFICATIONS / INSTALLATION**

5.1 Intent of Specifications

It is the intent of these specifications to provide for the purchase and installation of three (3) new multi-space parking meter terminals, as hereinafter specified, to be used at the Amityville Train Station.

The Village has evaluated multi space parking meters of several different types and manufacture, and has determined that the equipment specified herein is best suited to meet the Village's needs in quality and performance.

5.2 Equivalent Product

Proposals will be accepted for consideration on any equipment that is equal or superior to the multi-space parking meter terminal specified. Decisions of equivalency will be at the sole interpretation of the Village. A blanket statement that equipment proposed will meet all requirements of the specifications will not be sufficient to establish equivalency.

Original manufacturer's brochures of the proposed equipment are to be submitted with the Proposer's proposal. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer to have been in prior use (including names of the users) and submitted with the proposal. Failure to do so will result in the proposal being deemed "non-responsive" and rejected without further review.

5.3 Interpretations

In order to be fair to all Proposers, no oral interpretations will be given to any Proposer as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the Village.

5.4 Standard

The specifications herein state the minimum requirements of the Village of Amityville. All proposals must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Village of Amityville may consider as "irregular" or "non-responsive" and reject any proposal document and specification, or any proposal lacking sufficient technical literature to enable the Village to make a reasonable determination of compliance to the specifications.

It shall be the Proposer's responsibility to carefully examine each item of the specification. Failure to offer a complete proposal, or failure to note exceptions to each and every section of the RFP will cause the proposal to be rejected without further review as "non-responsive."

Proposers are required to provide an explanation sheet fully describing any and all variances, exceptions or deviations, and referencing the corresponding section of this RFP for each.

Deceit in responding to the specifications will be cause for rejection.

5.5 MULTI-SPACE METERS (MSM), QUALIFICATIONS, INSTALLATION & TECHNICAL SUPPORT

5.5.0 Configuration & Capabilities

- a. Pay-by-space
- b. Accept payment by coin or credit card
- c. Accept payment by smart phone (including extension of parking time) and display the associated transaction space numbers with all other “paid” and “unpaid” spaces in the enforcement function
- d. Enforcement function capable of being accessed by any web-enabled field device
- e. Ability to access / print “paid” and “unpaid” space reports at the meters to enforce if web-enabled field devices are not functional
- f. Capable to be retrofit with bill acceptor in the future
- g. Solar powered
- h. Capable of operating in a pay-and-display mode
- i. Back office function reporting on and fully integrated with all the above functions and hosted by the vendor or vendor’s affiliate

5.5.1 Acceptable Products

- a. Strada by Parkeon
- b. Elite by Amano-Metric
- c. Luke II by Digital Technologies
- d. CWT by Cale America, Inc.
- e. Multi-space meter providing equal or superior functions, capabilities, communications, power systems, quality of construction, software and back office function.

5.5.2 Qualifications

The Village requires Proposer / Contractor to be "qualified" and to have a proven product and experience in the manufacture, installation, maintenance and support of Multi-Space Parking Pay Stations. The Village defines qualified, proven product and experience as:

- a. Vendor must have a minimum of 30 clients in the United States.
- b. Vendor must have a minimum of 8 installations of five (5) or more multi-space parking pay stations within a 50 mile radius of New York City.
- c. Vendor must have a minimum of 10 U.S. clients utilizing solar powered coin and credit card accepting multi-space parking pay stations.
- d. Vendor must have a minimum of 2,000 installed and actively functioning multi-space parking pay stations in the US & Canada.
- e. Vendor must have a minimum of 2 active or pending installations on Long Island.

Vendor shall provide lists and rosters to substantiate the above qualifications and active installations. The provision of inaccurate or misleading information will be grounds for disqualification.

5.5.3 Installation

- a. The multi-space parking meter terminals shall be installed (by the vendor) on concrete pads (installed by the Village).
- b. The vendor shall supply all hardware necessary to successfully complete installation such as gaskets, anchor bolts, mounting plates, and pedestals, if applicable.
- c. A map showing the general locations of MSM installations is provided in Attachment No. 2.
- d. Specific installation locations will be mutually determined in the field by the Village and the Successful Proposer.

5.5.4 Set Up and Training

- a. The vendor will provide for the complete installation of the machines and will test and certify their operability, communications capability and interoperability.
- b. The vendor will provide an instruction manual for all machines and equipment installed.
- c. The vendor will provide a one day training seminar that will instruct the Village on the proper use, management, servicing and maintenance of all items supplied or installed as part of this contract.
- d. The vendor will provide a one day training seminar that will instruct the Village on the proper use and capabilities of the back office function. This seminar will be conducted after the installation is deemed fully on-line and operational but before the targeted opening day.
- j. The vendor will provide access to equipment servicing and phone technical support and must guarantee the supply of all spare or stocking repair parts for a period of 10 years from the date of purchase.

5.5.5 Spare Parts / Additional Parts

Spare and additional parts, compatible in all respects with the proposed multi-space meters, shall be provided.

- a. Coin boxes (2)
- b. Printer (1)

Items a. is intended to simplify collection procedures. Item b. is required to allow the Village to conduct quick repairs and shall be completely modular to allow a simple swap out during and after the warrantee period.

5.5.6 Warranty / Obsolescence

- a. All new components and equipment (excluding batteries) shall be supplied with a 2 year parts and labor warranty in regards to faulty materials and workmanship from date of installation.
- b. Vendor must identify an authorized provider for repairs, service, and warranty.
- c. Vendor shall provide “seed stock” of all meter components and parts so the Village may conduct timely replacements of faulty components or parts during the warrantee period. At the end of the warrantee period the on-hand seed stock will either be purchased by the Village or returned to the Vendor.
- d. All credit and debit card processing equipment, hardware, and software must be compliant with all current and anticipated credit card processing, banking, and accounting standards. Any costs resulting from equipment, hardware, or software upgrades that may be required within three (3) years of the turn on date due to non-compliance with industry standards shall be the responsibility of the vendor.

5.5.7 Delivery Date

All proposals shall include a guaranteed delivery date so the Village may properly plan and coordinate the installation process.

6.0 SUBMISSION REQUIREMENTS

Proposals shall be assembled and submitted as follows:

6.1 Cover Letter

Include the name and phone number of the “contact person” at your firm for this project. Identify any contractors or sub-contractors that you may be teaming up with to complete portions of this project that are outside of your areas of expertise. Include a statement indicating that all quotes shall remain firm and in effect for 90 days after closing date.

6.2 Similar Experience

Include a listing of at least three similar installations that have been carried out by vendor in the region.

6.3 References

For each of the three installations listed in 6.2 provide the name and contact number of the individual overseeing the contract on the owner’s behalf.

6.4 Qualifications

Provide a description of the firm (i.e., size, ownership, geographic coverage, key personnel, etc.) and why it is qualified for this assignment. Include lists and rosters requested in Section 5.5.2.

6.5 Description of Support & Service

Describe your support and service network on Long Island. Provide contact information for your regional service representative, with references. Describe your recommended “consumables package” with costs identified.

6.6 Description of Product

- a. Include original manufacturer’s brochures, cut sheets and promotional materials describing specifications, technical capabilities (including programmability) and advantages of the proposed Multi-space meter units. Any modifications to original brochures must be clearly noted.
- b. Describe the pay-by-smart phone function and how it will be integrated and managed in the Amityville installation.
- c. The Village will be using handheld ticket issuing devices by Motorola powered with “Integrator Pro with Front Office” software by Integrated Parking Solutions. Describe how your enforcement function will interface with the Village’s enforcement hardware and software.
- d. Describe the back office function.

6.7 Fee Quotation

Attachment No. 3, Fee Quotation Form, shall be completed, signed, and submitted as part of the proposal.

6.8 Required Forms and Documents

- a. Include Non-Collusion Affidavit (Attachment No. 4)
- b. Others as noted

7.0 SUCCESSFUL PROPOSER

7.1 Surety

The successful Proposer will be required to furnish, at the execution of the contract, an executed performance bond of a surety company authorized to do business in the State of New York in an amount equal to 100% of the total contract amount; or a certified check in an amount equal to 100% of the total amount of the contract to be held in escrow in a non-interest bearing account by the Treasurer for the Village of Amityville, guaranteeing the faithful performance of the contract, and payment of all claims for materials, labor and wages in connection therewith.

7.2 Insurance

The successful Proposer shall maintain at all times during the term of the contract, at its sole expense, insurance as described in Attachment 5.

8.0 MANDATORY COMPLIANCE

The successful Proposer must comply with Anti-Discrimination, Living Wage, Gifts & Gratuities, Americans with Disabilities Act, and all other local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and / or services performed hereunder.

List of Attachments

ATTACHMENT NO. 1	Contact Information Form – Prospective Proposers List
ATTACHMENT NO. 2	Map of MSM Locations
ATTACHMENT NO. 3	Fee Quotation Form
ATTACHMENT NO. 4	Non-Collusion Affidavit
ATTACHMENT NO. 5	Insurance Requirements

ATTACHMENT NO. 1

Contact Information Form – Prospective Proposers List

TO BE PLACED ON THE PROSPECTIVE PROPOSERS LIST COMPLETE THIS FORM AND FAX IT TO:

TO: MS. DINA SHINGLETON, VILLAGE CLERK / TREASURER

FAX NO. 631-598-0363

Vendor's Contact Person: _____

Company: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

Does the Vendor meet or exceed the qualifications listed in Section 5.5.2 of this RFP?

Yes

No

Maybe. Explain: _____

ATTACHMENT NO. 2

AREA OF AMITYVILLE TRAIN STATION



PROPOSED 3 PAY STATION LOCATIONS (P) TO BE DISPERSED IN ISLAND NEAR OPENINGS IN GUARD RAIL

ATTACHMENT NO. 3

Fee Quotation Form

ITEM		
1	To furnish and install three (3) Multi-space Meters at the Amityville Train Station in accordance with Amityville RFP 2016-02 a lump sum fee of:	\$
2	To provide a Vendor-hosted back office function in accordance with Amityville RFP 2016-02 a lump sum fee of:	\$ per machine per month <i>Back Office monthly fee shall remain in effect for a period of 36 months. After 36 months, adjustments to this fee shall be in accordance with the Consumer Price Index for inflation in the NY-NJ Region as published by the U.S. Bureau of Labor Statistics.</i>
3	Unit price to furnish and install additional Multi-space Meters in other Village parking facilities for a period of 24 months following issuance of a purchase order for the three (3) machines identified in Item 1	\$ per unit
4	The Bidder hereby guarantees that the three (3) train station MSM units will be manufactured, tested, delivered, programmed, installed, and integrated by:	ENTER DATE* : (Target: September 30, 2016) <i>* It is understood that the contractor will not be held responsible for delays originating with the Village, third parties, or force majeure</i>

THE ABOVE QUOTATIONS SHALL REMAIN FIRM AND IN EFFECT FOR A PERIOD OF NINETY (90) DAYS:

Signature: _____

Print Name: _____

Name of Company: _____

Date: _____

**ATTACHMENT NO. 4
NON – COLLUSION AFFIDAVIT**

State of _____

County of _____

ss:

I, _____ residing

in _____ (Name of municipality)

in the County of _____

and State of _____ of full age, being duly sworn according to law on my oath depose

and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the Proposer making this Proposal for the proposal entitled

MULTI- SPACE PARKING METERS, and that I executed

said proposal with full authority to do so that said Proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Village of Amityville relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ (name of firm).

Subscribed and sworn to before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**ATTACHMENT NO. 5
INSURANCE REQUIREMENTS**

For the selected Contractor, the Village of Amityville requires that the final approved contract for services specify that the selected Contractor shall maintain at all times during the term of the contract, as its sole expense:

- Statutory Workers' Compensation and Disability in accordance with the laws of the state where such compensation would be payable.
- Employers' liability with limits of not less than \$1,000,000 per accident / \$2,000,000 aggregate.
- Motor Vehicle liability insurance on any owned, non-owned or rented vehicle with limits of at least \$1,000,000 per occurrence / \$2,000,000 aggregate for bodily injury and property damage.
- Commercial General Liability, including products and completed operations liability, contractual liability, broad form property damage, personal injury and bodily injury liability insurance with limits of at least \$1,000,000 per occurrence / \$2,000,000 aggregate.

The Village of Amityville and Level G Associates, LLC shall be named as "additional insured" on commercial general liability and motor vehicle liability insurance and be provided with a certificate of insurance prior to the effective date of the contract or any renewal contract.

The above additional insureds shall be provided with all renewal certificates within 30 days of the expiration date of any and all policies listed on the certificate of insurance.