

# VILLAGE OF GREAT NECK PLAZA

REQUEST FOR PROPOSAL (RFP)  
**RFP NO. RFP2017HE-1**

Proposals Must Be Received No  
Later Than

Time: 11 a.m.      Date: 6/15/17

For Information Contact:

Christopher Backmon, Supervisor  
Code Enforcement Unit  
(516) 482-4500

This RFP document constitutes a request for sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein.

Proposals must be mailed or hand-delivered to the Village of Great Neck Plaza, Village Hall, 2 Gussack Plaza, Great Neck, NY 11021.

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## **Bid Name: Handheld Ticketing Devices for Parking Enforcement**

**Must have the Bid Name and RFP Number on the outside of the sealed proposals.**

The offeror must provide all information required in this document pursuant to the specifications attached and included herein.

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The Offeror hereby agrees to provide the services and/or items at the prices quoted, pursuant to the attached terms and conditions of Request for Proposal or Invitation to Bidders and Terms and Conditions of Purchase, and further agrees that when this document is countersigned by an authorized official of the Village of Great Neck Plaza, a binding contract, as defined herein, shall exist between the Offeror and the Village of Great Neck Plaza.

### **SIGNATURE REQUIRED**

Offeror's Signature: \_\_\_\_\_ Offeror's Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_ Date of Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

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NOTICE OF AWARD (This section for Village of Great Neck Plaza use only)

Purchase Order #: \_\_\_\_\_

This proposal is accepted and agreed to by the Village of Great Neck Plaza as follows: By Board Resolution #: \_\_\_\_\_

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Jean A. Celender, Mayor

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Date

**VILLAGE OF GREAT NECK PLAZA  
TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL  
OR INVITATION TO BIDDER**

**1. PREPARATION OF BIDS**

- a. Bidders are expected to examine the equipment specifications, system description, delivery schedule, bid prices and all instructions of the Request for Proposal or Invitation to Bid. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price(s) will govern.
- b. Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid on alternate brands will be received and considered in complete compliance with the specifications as listed on the bid forms.
- c. All supplies and equipment offered in a bid must be new and of current production unless the Request for Proposal or Invitation to Bidder clearly specifies that used or reconditioned supplies or equipment be offered.
- d. Firm fixed prices shall be bid and include all packing, handling and shipping charges.
- e. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days (90) from bid opening and for the specified contract period.

**2. TAX EXEMPTION**

- a. The Village is a tax-exempt entity and our Tax Exemption number is 11-6002114.

**3. SUBMISSION OF BIDS**

- a. A bid submitted by a bidder must (1) be manually signed by the bidder on this Request for Proposal or Invitation to Bidder, (2) contain all requested information, (3) be priced as required, (4) be sealed in an envelope, and (5) be delivered to: Village Hall, 2 Gussack Plaza, Great Neck, NY 11021, and officially clocked in no later than the exact time and date specified on Page 1 of 8 of the Request for Proposal or Invitation to Bidder.
- b. The sealed envelope containing a bid should be clearly marked on the outside left corner with the official closing date and time of the Request For Proposal.
- c. Submission of this bid constitutes an assignment by the bidder to the Village of all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of New York, which causes of action have accrued or will accrue as the result of or in relation to the particular good or services purchased or procured by it in fulfillment of any contract with the Village arising from this bid.

**4. MODIFICATION OR WITHDRAWAL OF BIDS**

- a. Bids may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.
- b. After the official closing date and time, no bid may be modified or withdrawn.

**5. BID OPENING**

- a. A formal bid opening will not be held. All bids shall be due on or before the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered by the closing time, will not be considered. Offers by facsimile, telegraph or telephone will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

**6. AWARDS**

- a. As the best interest of the Village may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the Price Inquiry and (2) be considered to be the best value and the most advantageous to the Village.
- c. Each bid is received with the understanding that the acceptance in writing by the Village of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the Village; and shall bind the bidder to furnish and deliver at the price, and in accordance with the conditions of said accepted bid and detailed specifications.
- d. The Village of Great Neck Plaza is not obligated for expenditures unless funds have been encumbered by Purchase Order or Contract. The completion of the "Notice of Award" by the Village is not an authorization for shipment or to proceed with services.

**7. OPEN COMPETITION**

- a. It is the intent and purpose of the Village's Procurement Policy that the Village welcomes free and open competition. However, it shall be the bidder's responsibility to advise the contact person on page 1 if any language, requirements are, or any combination thereof, inadvertently restricts or limits the requirements, are, or any combination thereof inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a bid. The notification should be faxed to the Village at 516-482-3503 to the attention of the contact person, and be received by the contact person at least ten days prior to the RFP closing date and time.

**VILLAGE OF GREAT NECK PLAZA  
TERMS AND CONDITIONS OF PURCHASE**

This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and authorized by the Village by an authorized person that can commit to these changes, e.g. Village Mayor, or Village Clerk-Treasurer.

**1. QUANTITIES**

The Village of Great Neck Plaza assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the Village's rejection and returned at the Seller's expense.

**2. DELIVERY**

Time is of the essence of this order. If deliveries are not made at the time agreed upon, the Village reserves the right to cancel or to purchase elsewhere and hold Seller liable for any procurement costs.

**3. SHIPMENT**

Deliveries shall be F.O.B. destination unless otherwise specified by the Village.

**4. INVOICES**

An original and one copy of the invoice shall be submitted and shall show the purchase order number or contract number and contain full descriptive information of item or services furnished.

**5. INSPECTION AND ACCEPTANCE**

No material received by the Village pursuant to this contract shall be deemed accepted until the Village has had reasonable opportunity to inspect said material. All material, which is discovered to be defective or which does not conform to any warranty of the Seller herein upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit and replacement. Such right to return offer to the Village arising from the Village's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the Village may have therefore.

**6. PAYMENT**

Payments will be made only to the company and address as set forth on the Purchase Order or Contract; unless the Seller had requested payments be made to a different address or a change thereto on an official company I and signed by an authorized officer of the company which would not be in conflict with a court order. All payments will be net thirty (30) days from invoice date unless a discount is offered.

**7. WARRANTY**

Seller expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the Village and that they will be fit and sufficient for the purpose intended, merchantable of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the Village's acceptance of said material or goods or by payment for them.

**8. PATENTS**

Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the Village, or those selling or using Village's product for any alleged infringement of any patent by Village.

**9. BANKRUPTCY OR INSOLVENCY**

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, Village may cancel this contract or affirm the contract and hold Seller responsible in damages.

**10. COMPLIANCE OF APPLICABLE LAWS**

The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

**11. INTERPRETATION OF CONTRACT AND ASSIGNMENTS**

The contract shall be construed according to the laws of the State of New York. The contract, or any rights, obligations or duties hereunder may not be assigned by Seller without Village's written consent and any attempted assignment without such consent shall be void.

**12. TERMINATION OF CONTRACT**

The Village reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Seller or by any of its Subcontractors, in the sole judgment and discretion of the Village. In the event of such termination, the Seller shall be liable for any excess costs incurred by the Village. If the contract is terminated, the Village may purchase upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and that the Seller will be liable for excess costs occasioned thereby.

**13. NON-DISCRIMINATION IN EMPLOYMENT**

In connection with the furnishing of supplies or performance of work under this contract, the Seller agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

**14. PROVISIONS BY LAW DEEMED INSERTED**

Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

**15. PERFORMANCE BONDS**

If required, as a condition for the award of a contract, the amount of a performance bond will be described in the Invitation To Bidders at the time of issuance. The performance bond must be issued for the amount specified by a surety company, or secured with a certified check, cash, or cashier's check. No personal or company checks are acceptable.

# **REQUEST FOR PROPOSAL VILLAGE OF GREAT NECK PLAZA HANDHELD TICKETING DEVICES FOR PARKING ENFORCEMENT**

The Village of Great Neck Plaza is soliciting proposals for the purchase of multiple handheld ticketing devices for parking enforcement. Technical brochures should be included as an attachment to the RFP bid for the device being offered by the Seller and the services, software, and technical support and on-site training for each device being offered.

A formal bid opening will not be held. All proposals will be reviewed for content and qualifications meeting the minimum requirements. The Village may request a demonstration of the devices and/or software whether in-house or onsite. Award(s) will be made to the prospective bidder whose response is determined to provide the best value and be the most advantageous to the Village. Once a proposal has been selected, an award will be made and all contents of the RFPs received will be available.

## **PART I - GENERAL**

### **1.01 SCOPE OF PROPOSAL**

The Seller shall furnish the purchase cost per unit as well as yearly costs related to software and maintenance for all equipment, labor, material, and consumables, (i.e. ticket blanks) including all replacement parts and installation for the handheld ticketing devices by the Village of Great Neck Plaza. Note: The Village will not accept any proposal that includes a per-ticket charge.

### **1.02 EQUIPMENT SPECIFICATIONS/REQUIREMENTS**

Provide a fee proposal for five (5) handheld ticketing devices with a printer device attached, capable of printing paper tickets in the field and two charging docks that meet the following minimum requirements:

1. Handheld device must run the Android Operating System 5.0 or higher.
2. Handheld device must contain a Quad Core 2GHz or higher Processor.
3. Handheld device must contain 3GB or more of volatile memory (RAM).
4. Handheld device must have a 5.7" or larger, capacitive multi-touch screen.
5. Handheld device must have 5700mAh or more of Li-ion battery power.
6. Handheld device must have an integrated digital camera with flash capability for image capture. Images must be automatically associated with each ticket and the camera must be 13MP or greater.
7. Handheld device must have an integrated speaker and microphone.
8. Handheld device must have the ability to upload ticket data through a wireless connection in real time.
9. Handheld device must have integrated Bluetooth and integrated GPS+GLONASS.
10. Handheld device must have built-in Magnetic Stripe Reader.
11. Handheld device must have an integrated 3" Thermal Printer that must allow for variable length printing on Polyvinyl Media and accepts the Village's existing ticket paper stock and size ticket.
12. Handheld device must include an integrated 2D laser barcode scanner capable of reading New York State registration barcodes to automate data entry.
13. Handheld device must allow the entry of court dates.
14. Handheld Device must operate in temperatures from -20 degrees to 50 degrees Centigrade.

### 1.03 SYSTEM DESCRIPTION

Handheld device proposed by the bidder in their response to this RFP must meet the following system requirements:

1. The system must be hosted by the Seller or vendor and accessed through a web browser.
2. The system must have an availability of 99% or higher.
3. The system must utilize Hypertext Transfer Protocol Secure (HTTPS) throughout to ensure authentication and encryption of all data transferred. This system must attain this requirement through Server Security Certificates to a level of SHA-256 bit encryption or greater.
4. The system must be FIPS compliant.
5. The system must be PCI DSS compliant.
6. The system must allow the exporting of Ticket Data.
7. The system must have a dedicated support department available 24/7.
8. The system must allow for one or more images to print directly on the printed ticket.
9. The system must have a GPS-assisted electronic tire chalking function that eliminates need for physical contact with vehicles. The electronic tire chalking function must identify nearby vehicles that have parked in excess of the allotted limit.
10. The system must be capable of integrations with ITS/T2 and Parkeon multi-space meters, and Parkmobile mobile app to identify vehicles or spaces which have paid for parking in real-time on the handheld devices.
11. The system must allow integration of court dates with the Village's court software.
12. Data Export must allow for a customized filename.
13. The electronic transfer of ticket data should be in standard format. A (.CSV) flat file for importing to external systems (Village Court) will be required. The data should be coma separated or a fixed length file. A (.XML) file would be acceptable, but is not preferred.
14. The system should comply with the current ticket numbering scheme, 7 characters including one letter.
15. The system must be capable and include automatic software updates.
16. The system must give the user the option to print a daily or temporary parking permit.

## **PART II - INSTALLATION**

- 2.01 If needed, the Seller shall install any items, including all equipment and software. If special and/or additional wiring is required before complete equipment installation, the Seller shall assume full responsibility. The Seller shall provide all required technical support to deliver an operational and functional handheld ticketing system to include installation and on-site training, at no additional cost to the Village.
- 2.02 The Seller shall assist the Village of Great Neck Plaza in the installation and configuration of the required software for the operation of the handheld ticketing system.

## **PART III - TRAINING**

- 3.01 The Seller shall provide a minimum of one (1) day of on-site training after equipment installation and this training shall be included in its price bid per unit. The Village will schedule the on-site training. Future training, if needed, will be provided by the Seller at an additional expense to the Village and should be specified in the 'Options' section on Page 8 of 8.

## **PART IV - TECHNICAL SUPPORT AND ON-SITE TRAINING**

- 4.01 Minimum one year of technical support and one on-site training session must be included in purchase price. Cost for additional technical support and on-site training, beyond one-year minimum period, shall be outlined in the pricing 'Options' section on Page 8 of 8.

## **PART V - WARRANTY**

- 5.01 Minimum two year warranty covering parts and labor must be included in purchase price. Cost for additional warranty shall be outlined in the 'Options' section on Page 8 of 8.

## **PART VI - DELIVERY**

- 6.01 All hardware and accessories will be delivered to Village Hall, 2 Gussack Plaza, Great Neck, NY 11021.

## **PART VII - EVALUATION OF PROPOSALS**

- 7.01 The Village will consider any handheld ticketing device and system that performs or exceeds the minimum requirements described herein. Award(s) will be made to the bidder (i) whose bid meets or exceed the specification and all other requirements of the RFP, and (ii) whose bid provides the best value and the most advantageous proposal to the Village after considering all relevant factors, including but not limited to, price; product quality; maintenance and technical support and training costs over the reasonable expected useable life of the devices; proximity of support services; and references provided.

## **PART VIII - REFERENCES**

- 8.01 The Seller shall provide three (3) references of current customers using the similar type of device and system being requested in this proposal on Page 6 of 8. Additional material may be attached if there is not sufficient room on the page.



**PART IX - PRICING**

**DEVICE**

**Model of Unit Being Bid by Seller** \_\_\_\_\_

**Manufacturer of Unit** \_\_\_\_\_

**Cost per Unit** \$ \_\_\_\_\_ times five (5) units = \$ \_\_\_\_\_

**CONSUMABLES**

**Ticketing Blanks** \_\_\_\_\_ quantity price = \$ \_\_\_\_\_

**OPTIONS**

**Identify type/length of Technical Support and on-site training to be provided by Seller with unit**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Identify in writing the warranty offered with the Seller's unit**  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL BID PRICE** \$ \_\_\_\_\_

**Extra Technical Support, Training and Warranty:**  
**Cost for additional Technical Support beyond original w/device** \$ \_\_\_\_\_  
\_\_\_\_\_

**Cost for additional on-site training beyond original w/ device**  
(identify cost of training at a per diem rate, above and beyond training included with devices) \$ \_\_\_\_\_  
\_\_\_\_\_

**Cost for additional warranty beyond warranty offered w/ unit** \$ \_\_\_\_\_  
\_\_\_\_\_

For more information, please contact Christopher Backmon, Code Enforcement Unit Supervisor, at (516) 482-4500 or [codeenforcement@greatneckplaza.net](mailto:codeenforcement@greatneckplaza.net).