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**PROPOSAL NUMBER: RFP-2019-014**  
**PROPOSAL TITLE: PARKING TICKET DATA COLLECTION SERVICES**  
**PROPOSAL DUE: 6/11/2019 at 3:00 PM (local time)**  
**PROPOSAL OPENING: 6/11/2019 3:00 PM (local time)**

**COMPANY NAME:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**WEBSITE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME/TITLE:** \_\_\_\_\_

**PERCENT OF ALL REVENUE COLLECTED** \_\_\_\_\_

PROPOSER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the organization. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.

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## **INVITATION AND INSTRUCTIONS TO BID**

The City of Rome, New York invites your firm to participate in the enclosed Request For Quote for:

**PROPOSAL NUMBER: RFP- 2019-014**

**PROPOSAL TITLE: PARKING TICKET DATA COLLECTION SERVICES**

This sealed quote will be due:

**PROPOSAL DUE: 6/11/2019 at 3:00 PM (local time)**

**PROPOSAL OPENING: 6/11/2019 3:00 PM (local time)**

Proposer's Warranty Form, Responsible Bidder Form and Non-Collusive Statement must be completed and signed and returned with proposal.

Sealed bids must be clearly marked with the bid number and title and sent to the address below, where they will be time-stamped, local time to:

**RFP-2019-014  
Clerk's Office  
Rome City Hall  
198 North Washington Street  
Rome, NY 13440**

If additional information is required, please contact:

**Zach Cortese, Purchasing Agent  
City of Rome  
198 North Washington Street  
Rome, NY 13440  
Phone: 315-339-7665  
Fax: 315-838-1165**

Email: [zcortese@romecitygov.com](mailto:zcortese@romecitygov.com) Or, electronically at [www.romenewyork.com](http://www.romenewyork.com); click on Purchasing Department; Bid Opportunities.

The City of Rome, New York, reserves the right to reject any or all proposals or to accept any bid deemed to be in its best interest.



## **Parking Ticket Data Services 2019**

### **General Conditions**

#### **SCOPE OF SERVICES**

The City of Rome, NY (City) is seeking a complete fully integrated outsourcing parking violation issuance and ticket processing/collections solution. The City will collect and process all mail and walk-in parking violation payments directly, while the successful vendor will be responsible for hosting a secure website for online and telephone payments. All proposals must include a detailed plan including all hardware and software, notices, reports, conversion of master files, and other items as specified herein

It is expected that all services be successfully implemented within sixty (60) days of the City entering into an agreement with the vendor.

#### **QUESTIONS REGARDING SPECIFICATIONS:**

Questions must be directed to the Purchasing Agent, Zach Cortese at [zcortese@romecitygov.com](mailto:zcortese@romecitygov.com) or (315) 315-339-7627.

#### **CONTRACT PERIOD**

The term of the contract shall be for an initial three (3) years and may be renewed upon mutual agreement of both parties annually thereafter.

#### **TAX:**

Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax.

#### **FINANCE CHARGES:**

The City of Rome will not be subjected to finance or late charges under this contract.

#### **PRICE AND PRICE ADJUSTMENTS**

Unless otherwise stated in this document, at no time during the term of any contract arising from an award by the City of Rome may any of the contract pricing be changed for any reason without written approval by the City. All pricing shall remain firm for the

first six months from the date of award. Once, per each twelve-month period the vendor or the city may request a price adjustment. The vendor shall give the City a minimum of thirty (30) calendar days notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index for all items as calculated by the City of Rome Purchasing Department. Should the City deem the requested adjustment unacceptable, the City Reserves the right to terminate the contract in accordance with the terms of the bid and seek pricing from whatever sources legally available.

#### **DURATION OF PROPOSAL OFFER:**

Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.

#### **METHOD OF AWARD**

The City will consider factors other than cost during the evaluation process (the lowest responsible bidder and most responsive bidder), including but not limited to:

- Overall reputation of the vendor.
- Ability to provide specified services.
- Favorable reference checks (**particularly with NY municipalities**).
- Overall financial position of the vendor and its stability/ ability to provide specified insurances.
- The number and scope of any conditions included in the vendor's proposal.
- Experience and understanding in working with the State of New York Department of Motor Vehicles for processing registration requests as well as registration holds.
- Experience and direct access to the remaining out-of-state Department of Motor Vehicle (DMV) agencies, particularly with the nearby States of Connecticut, Massachusetts, Pennsylvania, and Vermont
- Vendor must not have been prematurely terminated from any contracts for the last five (5) year period.

#### **ACCEPTANCE OR REJECTION:**

The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

#### **TIME IS OF THE ESSENCE:**

All times stated herein are of the essence.

**NOTICE OF DELAY:**

If the successful bidder encounters difficulty in meeting performance requirements or has knowledge of a possible delay, the vendor shall immediately notify the Purchasing Agent, preferably in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

**GUARANTEE/WARRANTY**

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer’s recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agrees to replace/repair the unit or part affected without cost to the City of Rome, New York, with all replacement parts paid for by the contractor.

**INSURANCE**

The City of Rome New York requires general liability coverage in the amount of \$1,000,000 each occurrence /\$2,000,000 general aggregate, with The City of Rome, New York as certificate holder and additional insured. The accepted form of proof is ACORD 25 (2009/09) – Certificate of Liability Insurance.

For workers’ Compensation and Disability Benefits insurance, please use forms C-105.2, U-26.3 or DB120.1, respectively. Information on these forms are located at website (<http://www.wcb.state.ny.us/content/main/Forms.jsp>).

Forms must be signed by an authorized representative of the insurer. All policies must provide for written notice to the City of Rome to be delivered in accordance with the policy provisions. All forms may be completed by your agent/broker, do not require notarization and will be accepted electronically when sent directly from your agent/broker.

<b>C-105.2</b> (9/07)	Certificate of NYS Workers' Compensation Insurance Coverage (All private NYS licensed workers' compensation carriers are required to issue the C-105.2. Please note that the State Insurance Fund	Employers insured for workers' compensation through a private insurance carrier	Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The C-105.2 must be completed by the insurance carrier	<u>Employers must obtain this form from either their NYS workers' compensation insurance carrier or a licensed NYS insurance agent of that carrier.</u>  Carriers, their licensed agents, and Self-Insured Employers may email the Board at
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	issues a different form, the U-26.3 form, as its version of the C-105.2)		or its licensed insurance agent.	<a href="mailto:Certificates@wcb.ny.gov">Certificates@wcb.ny.gov</a> to obtain controlled forms not available on this website.
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<b>DB-120.1</b> (5/06)	Certificate Of Insurance Coverage Under The NYS Disability Benefits Law	Employers insured for NYS statutory disability benefits through an insurance carrier.	Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier.	<p><u>Employers must obtain this form from either their NYS statutory disability benefits insurance carrier or a licensed NYS insurance agent of that carrier.</u></p> <p>Carriers, their licensed agents, and Self-Insured Employers may email the Board at <a href="mailto:Certificates@wcb.ny.gov">Certificates@wcb.ny.gov</a> to obtain controlled forms not available on this website.</p>
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<b>CE-200</b> (12/08)  (Replaces WC/DB-100 and Form C-105.21)	Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage	Applicants for permits, licenses or contracts from State, county or municipal agencies in New York State that are not required to carry NYS workers' compensation and/or disability benefits insurance coverage.	Please file with the government agency that is issuing the permit, license or contract. (Examples: The New York City Department of Buildings or the New York State Department of Health)	These exemption forms can <u>ONLY</u> be used to attest to a government entity that an applicant requesting a permit, license or contract from that <u>government</u> entity is not required to carry <u>NYS</u> workers' compensation and/or disability benefits insurance. ( <a href="#">Instructions</a> )
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**MINORITY BUSINESS ENTERPRISE PARTICIPATION:**

1. Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;
2. A “minority business enterprise” is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business.
3. “Minority” means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.
4. A “women-owned business enterprise” is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.
  5. Bidders are requested to provide the following:
    - a. Is your company 51% or more women owned? \_\_\_yes \_\_\_no
    - b. Is your company 51% or more minority owned? \_\_\_yes \_\_\_no
    - c. If you answer YES to Number 2, check one of the following:  
\_\_\_ African \_\_\_ Hispanic \_\_\_ Alaskan Native  
\_\_\_ Asian/Pacific Islands \_\_\_ American Indian

**CONTRACT TERMINATION:**

The City may terminate for cause if the vendor fails to perform any material condition of the contract and such failure continues unremedied for thirty (30) days after receipt of notice from the City.

**LIMITATIONS:**

1. Neither the vendor nor its affiliates shall be liable in any way for delay, failure in performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God.
2. The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.



**GENERAL:**

1. Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties.
2. If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.
3. The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

**LITERATURE:**

Each bidder shall include product or equipment literature as available.

**DEVIATIONS FROM SPECIFICATIONS:**

Bidders must itemize all deviations to the specifications on the attached Deviations Sheet. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation thereon will be cause for disqualification. Unless otherwise stated by the bidder on the attached sheet provided, the proposal will be considered as being in strict accordance with the specifications outlined herein, even though the manufacturer's literature indicated deviations from the City's specifications.

**PROTEST AND APPEAL PROCEDURES:**

1. Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Clerk no later than two (2) days prior to the closing of the bids. The address to submit the protest is:  
City Clerk  
City of Rome  
198 N. Washington St.  
Rome, New York 13440
2. Such protests will not be considered if received later than the date established in paragraph above.
3. Protests shall be explicit and in sufficient detail to stand on their own record.
4. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.

## **TECHNICAL SPECIFICATIONS**

### **PAYMENT**

The City will pay the successful responder a percentage of all parking ticket violation revenue collected, in addition to reimbursement for postage on delinquent notices. Proposal should clearly state any appropriate fees.

### **SYSTEM UP-TIME**

Successful vendor's computer system shall be online and all services shall be available to the City no less than ninety-five (95%) of the duration of Agreement. Failure to meet specified "up-time" shall be grounds for cancellation of contract.

### **BACKUP SYSTEMS**

A total backup for all software, hardware and other equipment is required. All data files and databases are to be backed up at least once per day.

### **DISASTER RECOVERY PLAN**

The vendor must detail the disaster recovery plan is for their computer facility. It is expected that each vendor should have an offsite, mirrored facility should an incident render the primary facility inoperable.

### **INSTALLATION TIME FRAME**

The successful vendor must demonstrate their ability to install and operate the proposed system within sixty (60) days' notice of award.

### **COMPONENTS OF SERVICE TO BE PROVIDED**

The selected vendor will provide the following at no additional charge:

- All hardware/ software and maintenance required to run an online computer service which meets the City's specifications
- Any installation costs
- A toll-free number for the City to contact vendor service/ support (this number should be operational from 8:30 AM to 5:00 PM Eastern Time).
- All initial and ongoing training.
- Retain data for ten (10) years.

## **HARDWARE AND SOFTWARE NEEDS**

The following hardware and software is to be provided at no additional charge to the City:

- 1 – Laser Printer
- 4 –Handheld Ticket Writers with Necessary Hardware Peripherals
- 5 – Software Licenses to vendor’s Ticket Management System

## **HANDHELD SPECIFICATIONS**

The City requires the following specifications:

- Color camera with flash and barcode reading capabilities
- Weigh less than two (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
- The chosen vendor’s handheld must be able to scan the barcode on DMV registration/inspection stickers if required
- Handhelds should offer integration with various digital paystation/pay by phone services

## **HANDHELD IMAGES**

Images that are captured by the handheld ticket writers must be in color and available for retrieval and viewing through the vendor’s proposed parking system. Handheld ticket images must be associated with the individual tickets issued. Handheld images must also be available to customers through the on-line ticket payment and appeal system.

## **RESPONSE TIME OF SYSTEM SERVER TO COMPUTER TERMINAL**

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

## **SECURITY FEATURES/ AUDIT TRAIL**

The vendor must provide adequate security features for both the hardware and software of the system, such as password security, and provide an audit trail of record changes to the system by all users.

## **TRAINING OF CITY STAFF**

Vendor shall provide training of City staff on the ticket management system until competency of hardware and software is achieved. Training for all staff who will be utilizing the handheld units requires both classroom and field training. Contract must include training of any new staff members. All requests for training by the City shall be honored at no charge. Proposal should include an explanation of how training shall be implemented.

## **IN-STATE PROCESSING**

Vendor is required to directly interface with the New York State (NYS) Department of Motor Vehicles (DMV) and must have an account with the same for license plate lookup services. Registered owner name retrieval with the NYS DMV must occur at least weekly. Proof of said account must be available for inspection by the City. Proposal must show experience in accessing the NYS DMV for a minimum of ten (10) years. The use of third party sources such as NLETS is unacceptable. Vendor must show experience with at least five (5) New York municipalities for a minimum of five (5) years from the date of this bid invitation through detailed references.

## **SCOFFLAW PROCESSING**

Vendor is required to oversee and administer the NYS Scofflaw program on the City's behalf, to process registration holds and clears with the DMV for those violators who have unpaid parking tickets to the City. Vendor must have experience providing this service to at least five (5) New York municipalities for a minimum of five (5) years from the date of this bid invitation and include this list with their bid response. Demonstrated experience with this process is mandatory.

## **OUT-OF-STATE PROCESSING**

Vendor is required to indicate how timely processing of out of state tickets will occur and clearly outline which states they have direct DMV access to. Vendor must be able to issue notices to non-New York violators for tickets unpaid after the due date of the ticket.

## **NOTICES**

Successful vendor will be responsible for the issuing and sending of all parking violation notices. Each type of notice should have the provision of up to twenty (20) line items. Notice text must be able to be changed within twenty-four (24) hours of request by the City.

Notices are to be printed on pre-determined scheduled, approved by the City, for all vehicles having any tickets that previously have not been noticed and remain unpaid. The frequency of notice printing can be modified at any time during the contract.

Notices are to be addressed to the vehicle's registered owner based upon registration files from the various states' department of motor vehicle agencies. Successful 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 should escalate automatically according to the schedule indicated in the City's laws and ordinances. Language on the notices will vary according to the type of notice. Each type of notice will be prepared in state/ plate order and will include ticket number, issue date, place of violation, violation description, owner's name, address, fine and penalty.

### **ONLINE APPEALS**

The vendor must provide capability for the public to file disputes electronically through an interactive website. As disputes are processed the parking ticket database must be updated in real-time and the ticket(s) in question must automatically be put on hold pending the City's review of the appeal.

### **REPORTS**

Successful vendor will be responsible for the programming and issuing of all reports listed below. This time can be used for the fulfillment of any new/special reporting requests as well as modifications to existing reports. The City should also have the ability to generate ad hoc reports directly from the successful vendor's parking ticket system.

- *Monthly New Ticket Report* showing the new tickets entered on the master file, issued by date and fine amount.
- *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 Out-Of-State Report* showing by state/plate, tickets issued to non-New York plates, including ticket number, issue date, issue time, violation code, total fines, penalties, reductions, payments and total due, together with a summary showing total for each state and grand totals.
- *Monthly Report* listing all outstanding violations on each plate sorted alphabetically by the name of the registered owner. The report will include the plate number, violation number, fine, penalty, reduction, paid and due amounts.
- *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.
- *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.
- *Monthly DMV Scofflaw Report* by license plate, showing the total plates flagged for non-renewal at the NYS DMV.
- *Daily On-Line Cashiering Report* listing all payments and adjustments by ticket number, amount, method of payment, cashier, date and plate number.
- *Weekly Noticing Activity Report* showing by plate number, the noticing activity with mail date, ticket, number, name, address and amount due
- *Weekly DMV Make Match Failure Report* showing by ticket number the tickets that failed to match up with DMV file information.
- *Monthly Lease/Rental Report* showing by plate number, all tickets issued to lease/rental vehicles by company name, address, date of issue, location, make, color, and amount due.

- *Monthly Tickets Issued by Badge Number Report* listing the number of tickets issued by each officer by badge number by violation code.

## **BOOTING AND TOWING**

The proposed system solution must provide on-line facilities for tracking vehicles that have been booted or towed for illegal parking or persistent parking offenses including:

Retrieval of boot/ tow information to include date and time vehicle was booted/ towed, location that the boot/ tow occurred, location vehicle was towed to, date and time that boot/ tow was released.

Automatic entry of boot/ tow, storage fees upon booting/ towing of a vehicle. These fees must be displayed on the inquiry terminal along with the appropriate message to alert the City of the action taken and be paid /accounted for on the cash registers.

## **SYSTEM INQUIRY**

In addition to the traditional methods of inquiry (i.e. Ticket number/ plate number), the proposed system should have the capability to access violator database from violator last name. Parking Violations personnel must be able to input a violator's name and have all information pertaining to that individual displayed.

## **RETURNED CHECKS**

Successful vendor must provide the ability to reinstate tickets for checks that have been returned. When tickets are reinstated to the file, revenue accounting must reflect the reduction. In addition, the 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/PHONE PAYMENTS**

Vendors should detail their solution for a vendor hosted payment website as well as a toll free pay by phone function. Said website should provide ticket recipients the opportunity to review a copy of the ticket received, file appeals, and pay their tickets in full. The pay by phone option should be 100% automated and provide for real time update of payment information to the Ticket Management System. The successful vendor must offer the ability to remit payment(s) directly to a City bank account via daily ACH. All credit card data must be protected using 128 bit encryption and successful vendor must provide PCI Certification of Compliance.

## **CONVERSION FROM EXISTING SYSTEM**

In addition to the processing of new tickets, the vendor's solution must be able to convert and take over the processing of master files that make up the City's existing parking ticket database. All costs for conversion must be absorbed by the vendor.

## **PERMIT PROCESSING**

The vendor must have permit management software capable of issuing and tracking multiple permit types. The vendor will be responsible for the conversion of the City's current permit database and all handheld ticket writer devices must be compatible with the permit program for tracking purposes.

The successful vendor will offer online permit management and may be responsible for the timely mailing of all parking permit renewal letters using First Class mail. These shall be delivered for mailing to the U.S. Postal facility no later than twenty-four (24) hours after the printing of the notices.

## **CUSTOMER SERVICE**

A designated vendor contact will provide both training and day-to-day support

## **VIOLATOR SERVICE**

The vendor will provide online technical support for City violators with responses to questions within 2 business days.





## **STATE OF NEW YORK, Section 103-a**

### **GENERAL MUNICIPAL LAW COMPLIANCE**

“Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or an official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, or director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation 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 contract made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, 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 without incurring any penalty or damages on account of such cancellations or termination, by any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid all pursuant to Section 103-a of the General Municipal Law of the State of New York.”

Effective: July 1, 1959

## **DEVIATIONS SHEET**

**RESPONSIBLE BIDDER**

Each bidder will complete the following to enable the City to determine a Responsible Bidder.

A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization?

\_\_\_\_\_ yes      \_\_\_\_\_ no

B. Has your firm filed for bankruptcy? \_\_\_\_\_ yes      \_\_\_\_\_ no

In determining the "lowest responsible bidder," in addition to price, the purchasing authority shall consider the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance or previous contracts or services; the and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid



## **NON-COLLUSIVE BIDDING CERTIFICATE**

Pursuant to Chapter 675, Laws of 1966

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other bidder or with any competitor:
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purposes of restricting competition.

---

(Name of Bidder)

(Official capacity)



## **PREVAILING WAGE SCHEDULE**

### **FOR ARTICLE 8, SECTION 220 PUBLIC WORK PROJECTS or ARTICLE 9, SECTION 230 BUILDING SERVICE PROJECTS**

A unique Prevailing Wage Case Number has been assigned to the schedule for this project. Updated PDF copies of your schedule can be accessed by entering the assigned PRC number at the proper location at:

<http://wpp.labor.state.ny.us/wpp/doPublicNewProject.do>

#### **PRC No (not applicable)**

If you do not have internet access, you may contact the City of Rome Purchasing Department at 315-339-7665 to request a copy of the prevailing rate schedule provided for this project.

#### **CERTIFIED PAYROLLS - WAGE RATES**

In accordance with the New York State Labor Law every contractor should submit to the City of Rome their original certified payroll records for work performed in conjunction with this project within thirty days after issuance of the first payroll, and every thirty days thereafter (if applicable) a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. Payment cannot be made to contractors until the City has received the Certified Payroll(s). In addition, contractors will be responsible for posting, in a prominent and accessible place on the site of the job, a legible statement of all wage rates and supplements. For your information, the contract requirements and prevailing wage rate schedule, with a detailed explanation concerning your obligations under the New York State Labor Law has been included in this proposal.

An increase in wage rates can only be allowed during the term of this contract if the NYS Department of Labor publishes new wage rates for the trades designated in these specifications. Any increase in the hourly rate will be limited to the difference between the hourly rates contained in these specifications compared to those issued after this bid awarded.

Corporations, partnerships and sole proprietors submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate, or above, in accordance with the current NYS Labor Laws in effect during the course of the project. This includes all owners, partners, and other management and other employees as required.

**NOTE: Vendors currently on the NYS Labor Department Debarred List will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to the City that they are currently in good standing with the NYS Department of Labor at the time of the bid or quote.**