

City of Albuquerque

Request for Proposals

RFP06-004-SV

“Automated Traffic Enforcement Program”



Proposal Due Date: 18 August 2005 NLT 4:00 p.m. (MDT)

The time and date proposals are due shall be strictly observed.

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
0729/05

TABLE OF CONTENTS

Table of Contents

INTRODUCTION	3
PART 1: INSTRUCTIONS TO OFFERORS	4
PART 2: PROPOSAL FORMAT	12
PART 3: SCOPE OF SERVICES	15
PART 4: EVALUATION OF OFFERS	17
PART 5: LOCAL PREFERENCE INSTRUCTIONS AND FORM	18
PART 6: PROPOSED CONTRACT	20

APPENDICES

APPENDIX A:	COST PROPOSAL FORMAT.....	A-1 thru A-2
-------------	---------------------------	--------------

Introduction

The City of Albuquerque is requesting Proposals for Automated Traffic Enforcement services relating to the Safe Traffic Operations Program [“STOP”]. The City intends to contract for the installation and operation of Automated Traffic Control systems to include Red Light Stop enforcement and School Zone Speed enforcement. It is the City’s intent to procure the most effective combination of equipment and services. The STOP Fine Ordinance is Ordinance O-05-96 and is available for review at <http://www.cabq.gov/council/legportal.html>.

There are more than 1.8 million intersection crashes annually in the United States. According to the Insurance Institute for Highway Safety, red light running is the leading cause of urban collisions.

In 2002, more than 106,000 of the 1.8 million crashes were the result of vehicles running red lights. Those crashes resulted in over 89,000 injuries and 1,036 deaths nation wide.

One of the most effective, proven and cost effective methods to address red light violations is the use of automated red light running photo enforcement technology. Studies across the country have shown decreases in red light running by as much as 60% at intersections with cameras. In New York City there was a 34% decrease in violations once cameras were installed.

In 2004, the City of Albuquerque received a grant from the New Mexico Traffic Safety Bureau to install, test and evaluate Automated Enforcement technology. The City, during an 8 month trial period, saw a 28% reduction in violations at monitored intersections. The success of the trial period led to the drafting of a City Ordinance (STOP Fine Ordinance) that allows for automated enforcement.

With the new ordinance, the City Of Albuquerque will move forward with a comprehensive automated traffic enforcement program.

City Of Albuquerque

Albuquerque comprises 181 square miles with a population of approximately 450,000. The City is led by an elected Mayor and nine-member City Council.

Albuquerque's street system comprises 3,900 lane-miles, equivalent to a two-lane road from Albuquerque to Washington D.C.

The Albuquerque Police Department has 1,003 Sworn Police Officers and 600 civilian support personnel. In 2004, the Albuquerque Police Department issued 203,000 traffic citations.

During the Albuquerque Police Department’s Red Light Pilot Project, 9,378 red light violations were captured in approximately 8 months.

**PART 1
INSTRUCTIONS TO OFFERORS**

1.1 RFP Number and Title: RFP06-004-SV, "Automated Traffic Enforcement Program"

1.2 Proposal Due Date: 18 August 2005 - NLT 4:00 PM (MDT)

The time and date proposals are due shall be strictly observed.

1.3 Purchasing Office: This RFP is issued on behalf of the City of Albuquerque by the Purchasing Office, which is the sole point of contact during the entire procurement process.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (the "Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Acceptance of Offer: Acceptance of Offer is contingent upon Offeror's certification and agreement, by submittal of its offer, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: City of Albuquerque Purchasing Rules and Regulations: These Rules and Regulations (hereinafter "Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of offer is contingent upon the Offeror's certification and agreement, by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

1.5.4 Americans with Disabilities Act Compliance: Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and Federal regulations promulgated there under.

1.5.5 Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a copy(s) of such certification or statement of compliance in your proposal.

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: Offeror may not use the consultation or assistance of any person, firm or company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its offer or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its offer in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

1.5.9 Goods Produced Under Decent Working Conditions. It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.6 City Contact: The sole point of contact for this Request for Proposals is the City of Albuquerque Purchasing Division. Contact the following individual(s) regarding this RFP:

- Sandra Vescovi, Contract Section Supervisor, Department of Finance and Administrative Services, Purchasing Division,
- Phone: (505) 768-3341 or E-Mail: svescovi@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the Albuquerque Police Department.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the hour and date specified for the receipt of offers to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Purchasing Office as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Any information given to a prospective Offeror concerning this Request For Proposals will be furnished to all prospective Offerors as an amendment to this Request for Proposals, if such information is necessary to Offerors in submitting offers on this Request For Proposals or if the lack of such information would be prejudicial to uninformed Offerors.

1.9 Submission of Offers: The Offeror's sealed proposal must be in the format outlined in Part 2 of this Request for Proposals and mailed or delivered pursuant to the following requirements:

1.9.1 Envelope preparation. Offers and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- Name and address of Offeror
- Closing Date and Time
- Request for Proposals Number
- RFP Title

1.9.2 Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, City /County Government Center, 11th Floor, One Civic Plaza, Albuquerque, New Mexico 87102. Mark all packages as stated above.

1.9.3 Mail Sealed Responses to: Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 4:00 of the day of closing.

Note: The City picks up mail at the post office **once** every morning at 7:00 AM (Local Time). **Note: ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN 4:00 PM, LOCAL TIME AS RECORDED IN THE CITY CLERK'S OFFICE.**

1.9.4 No other methods of offer delivery: Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

1.9.5 Submit 1 original and 6 copies of your Technical Proposal. Submit 1 original and 1 copy of your Cost Proposal. Submit 1 electronic original of both the Technical and Cost Proposal.

1.9.6 Modification: Offers may be modified or withdrawn by written notice provided such notice is received prior to the hour and date specified for receipt of offers.

1.9.7 Content: Proposals shall not contain promotional or display materials. Proposals must address the requirements as specified in the RFP. All questions posed in the RFP must be answered concisely and clearly.

1.9.8 Verification: All answers that are given to the questions asked in this RFP are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

1.9.9 Failure to Submit Offer: If no offer is to be submitted, the recipient shall not return the Request for Proposals.

1.10 Receipt of Proposals: The only acceptable evidence to establish the time of receipt of proposals at the City Clerk's Office is the time-date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

1.11 Acknowledgment of Amendments to the Request for Proposals: Receipt of an amendment to the Request for Proposals by an Offeror must be acknowledged (a) by signing and returning the amendment, or (b) by letter. Such acknowledgment may be submitted with your offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

1.12 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.13 Draft Agreement: A copy of the Draft Agreement to be entered into is incorporated herein. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions.

1.14 Evaluation period: The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.

1.15 Evaluation Assistance: The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.16 Rejection and Waiver: The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

1.17 Debarment of Offeror: Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

1.18 Award of Contract:

1.18.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.18.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.

1.18.3 Contract Term: The contract term shall be for a period of 4 years from the effective date of execution of the contract and/or final execution by the City. This contract term may be extended for up to 1 additional 4 year term by mutual written agreement between the City and the Contractor.

1.18.4 Type of Contract: Firm fixed price.

1.18.5 Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms of said contract.

1.18.6 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are "graffiti free". Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.19 Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.

1.20 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.21 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

1.22 Proprietary Data: This Request for Proposals shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated

must be separated from the Offeror's main proposal and each page shall be clearly marked in order to be considered confidential and to facilitate public inspection of the non-confidential portion of the proposal. Prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary. The City of Albuquerque will endeavor to restrict distribution of the material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978).

1.23 Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement (Part 5). If a completed Local Preference Certification Form, or a current and correct Resident Preference Number, or evidence to indicate that a company is a manufacturer (if applicable), is not received with the Offeror's response a preference will not be applied for that offer. The Form, the Number, or other evidence will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

1.24 REQUEST FOR PROPOSALS (RFP) PROTEST PROCESS:

1.24.1 When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Purchasing Officer no later than ten working days prior to the deadline for the receipt of offers.

1.24.2 Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed within ten working days after the receipt of notice of the Recommendation of Award.

1.24.3 Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.24.4 How to File: The protest shall be addressed to the Purchasing Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.

1.24.5 Required Information: The protest shall contain at a minimum the following;

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

1.24.6 Address Letters and Envelopes as Follows:

- City of Albuquerque
 - Purchasing Division
 - PO Box 1293
 - Albuquerque, New Mexico 87103
- RFP Number
PROTEST

1.24.7 Protest Response by Purchasing Officer: All protests will be responded to by the Purchasing Officer upon evaluation. The Purchasing Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Purchasing Officer.

1.24.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Purchasing Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing Officer following review of the request.

1.25 BONDS and INSURANCE:

1.25.1 General Conditions: The City will require that the successful Offeror, referred to as the Contractor, procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverage, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. The City shall be named an additional insured for all coverages and the coverages afforded shall be primary with respect to operations provided.

1.25.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.25.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.25.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.25.3.2 Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.25.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.25.3.4 Fidelity Bond will be required.

1.25.4 Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

{INTENTIONALLY LEFT BLANK}

**PART 2
PROPOSAL FORMAT**

2. Technical Proposal Format, Section One

2.1 Technical Proposal Format: The Offeror’s proposal must follow the format prescribed below. **Failure to complete and furnish all information requested in the form and in the format specified may result in rejection of the proposal.**

Section 1	Offeror Identification
Section 2	Executive Summary
Section 3	Offeror Qualifications and Project Team
Section 4	Proposed Approach to Tasks
Section 5	Local Preference Form, if applicable; Resumes, Charts, other required drawings or schematics

The City realizes that there may be information in the Offeror’s proposal that overlaps different sections. Please make copies of information that goes into multiple sections so that the Evaluation Committee can evaluate each section individually.

The City realizes that there may be more than one solution that can be offered by an Offeror. If the solutions are significantly different from each other in the technology suggested and the price of that technology, it is recommended that the Offeror submit two proposals.

2.1.1 Section 1 – Offeror Identification: State name and address of the Offeror’s organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner. Include name and telephone number of person(s) in the Offeror’s organization authorized to execute the proposed Contract. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the draft contract; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

2.1.2 Section 2 – Executive Summary: Describe the technology used by the Offeror for detection of violations and the technology used by the Offeror for presentation of the video to the Albuquerque Police Department and to the public. Describe the time involved to set up the sensors and cameras necessary for automated enforcement.

2.1.3 Section 3 – Offeror Qualifications and Project Team: To effectively evaluate the qualifications of each Offeror, the City needs information about the experience the Offeror has installing and maintaining automated traffic enforcement systems and providing the associated services as identified in Part 3, Scope of Services, of this RFP.

2.1.3.1 Prior Experience. State relevant experience of the company and person(s) who were actively engaged in the installation, configuration and maintenance of the automated traffic enforcement system. Indicate for whom the work was performed,

year completed, and a reference person who can be contacted regarding the work. State relevant experience with other municipalities or government entities, and include organizations for which similar technology was used for the projects. Identify a contact person for projects.

2.1.3.2 Current Experience. State relevant experience of the company and person(s) and subcontractors who will be actively engaged in the installation, configuration and maintenance of the automated traffic enforcement system, responsibilities and decision-making authority of the personnel to be assigned to this project and their proposed relation to the City, as specified in Part 3, Scope of Services. Include resumes of staff to be assigned to this project.

2.1.3.3 Offeror Qualifications. Offerors must provide information regarding each of the following:

2.1.3.3.1 Offerors should have at least 5 US-based red light programs in existence for 24 months or longer with a minimum of 10 systems operational with the exact technology proposed for the City of Albuquerque.

2.1.3.3.2 Demonstrate experience with mobile traffic speed systems (for school zones) for at least 24 months in a minimum of 5 US municipalities.

2.1.3.3.3 History of sound financial condition.

2.1.3.3.4 Have no automated traffic enforcement program permanently or temporarily shut down or terminated as a result of performance or contract issues.

2.1.3.3.5 Have no prior instance of refunds required of substantial fines as a result of failure of Offeror's system.

2.1.3.3.6 Have all cameras at each single point of violation synchronized to a single time source.

2.1.3.3.7 Provide upgrades to software or hardware to the City for a trial period of no less than 90 days at no additional cost.

2.1.3.3.8 Have a turn-key approach from violation capture, approval and fine collection.

2.1.3.3.9 Have a system that does not utilize flood lighting or extended illumination.

2.1.3.3.10 Allow Local/City installation of any and all required hardware and equipment.

2.1.3.3.11 Be able to be operational on at least 1 intersection by October 15, 2005

2.1.4 Section 4 – Proposed Approach to Tasks:

2.1.4.1 Proposed Approach to Tasks. Discuss **in detail** your proposed approach to the Tasks identified in the Scope of Services as set forth in Part 3 of this RFP.

2.1.4.2 Additional Information. Include any additional oversight, quality assurance steps, technology or business process above those that the City has identified and which will result in the best solution for the City.

2.1.5 Section 5 – Forms: Please attach your Local Preference Form, if applicable. Also, if applicable, attach any charts, drawings, technical information or schematics to describe and define the technology proposed. Also attach samples of all forms proposed as notices to be provided to violators of the STOP Fine Ordinance.

2.2 Cost Proposal Format Section 2

2.2.1 Total Cost. Submit one original and one copy of the Offeror’s **Cost Proposal**, in a **separate** binder or folder distinctly marked with the information noted in the Cost Proposal form as provided in Appendix A, attached hereto.

2.2.2 All Costs. All costs to be incurred and billed to the City should be described by the Offeror for each project, to allow for a clear evaluation and comparison, relative to other offers received. The Offeror should understand that the City will not pay any amount not included, such as for taxes, freight and insurance.

2.2.3 Completing Cost Proposal Form. The following statements apply to filling out the pricing form.

- Identify the complete cost of providing the services for each intersection or school zone
 - Identify each approach and the cost of installation and on-going maintenance
 - Identify the printing of notices, database services, mailing, and access to Internet-based video for APD and citizens
 - Identify training, travel, lodging, and other direct expenses
 - Identify total monthly cost to provide services
- Identify the hourly rates you would charge should the City need services beyond those identified in this RFP

2.2.4 Cost Proposal Format. An example of the preferred format is contained in Appendix A, attached hereto as described above. Your response to this section will be used in performing a cost/price analysis.

PART 3
SCOPE OF SERVICES

3.1 This RFP requests the Offeror to provide: Equipment sensors for red light traffic control and for speed measurement, and services for identifying the ownership of the vehicle involved in the violation; mailing of a STOP Fine to the registered owner of the vehicle; accepting payment for the STOP Fine and any penalties; providing access to the video of the violation and training for the users of the system

This will include installation and operation of Automated Traffic Control systems to include Red Light Stop enforcement and School Zone Speed enforcement as described below. Describe how these services will be provided.

3.1.1 Assist the City Of Albuquerque with intersection selection, using video monitoring of intersections identified by the City as having high crash or red light violation histories. The video monitoring results shall be made available to the City prior to any final selection.

3.1.2 Provide hardware and software to photographically capture violations of the STOP Ordinance at up to 15 intersections and an unlimited number of school zones – the school zone speed sensing devices must be mobile to allow for movement between school zones.

3.1.3 Prior to the issuance of a STOP Fine notice, provide access to an Albuquerque Police Department Officer (APD) to view the video of each violation to gauge whether a violation occurred.

3.1.4 After the issuance of a STOP Fine notice, provide access to the video (captured at the time of violation) to APD and other City administrators as well as violators (members of the general public) from any Internet-connected computer.

3.1.5 Establish a relationship with the New Mexico Motor Vehicle Division to enable the Offeror to access the MVD records to identify the registered owner of vehicles violating the STOP Ordinance.

3.1.6 Print and mail STOP Fine Notices and Notices of Default to violators of the STOP Ordinance. (The City to identify the requirements of the Notice or provide samples.)

3.1.7 Meet the time limits on the processing of violations (detection, provide to APD for approval, mail, and process monies received) as specified in the Ordinance.

3.1.8 Provide at least one photograph of the violation printed on the STOP Fine Violation Notice.

3.1.9 Calculate the amount due for a STOP Fine violation and for all default fines (based on the City Ordinance), print that amount on the STOP Fine violation Notice, and publish the amount due on an Internet-accessible location for the violator to view.

3.1.10 Accept payments from violators for amounts due based on STOP Fines and penalties.

3.1.11 Transfer the monies collected from violators to the City (or its designated account) within 24

hours of receipt of those funds and provide a record of the monies received and the violation/account credited

3.1.12 Maintain a record of violations associated with each vehicle (through its license plate) for a two year period to determine multiple violations within the two year period and calculate the amount of the fines due based on the STOP Fine Ordinance.

3.1.13 Enable APD, Albuquerque Hearing Officers, and others as designated by the City to log onto the Internet-based system to change the status of a violator's record (i.e. "Hold during pendency of hearing without calculating default", "Found not responsible", "Found responsible (at hearing)", "Vehicle seized", etc.)

3.1.14 Provide images and full motion video sufficient to allow 75% issuance rate. Issuance rate is defined as the percentage of STOP Fines issued based on the total number of violations captured.

3.1.15 Provide auditable results – identify how many violations were captured and what number were unusable based on 1) obscured view, paper license plate, ineffective flash, environmental factors, etc. 2) equipment failure, or 3) inability to match license plate to MVD records

3.1.16 Install speed violation sensors that provide accurate speed measurements.

3.1.17 Provide quality control so that the Officer is required to review only those violations in which the vehicle in violation can be clearly identified by license plate and MVD records

{INTENTIONALLY LEFT BLANK}

**PART 4
EVALUATION OF OFFERS**

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial offers.

4.2 Evaluation Criteria. The following general criteria, not listed in order or significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:	Points
Executive Summary.....	100
Offeror Qualifications and Project Team.....	300
Proposed Approach to Tasks as set forth in Part 3, Scope of Services.....	450
Cost Proposal	150

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please follow the instructions in Part 2 and use the format described in Appendix A. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror’s understanding of the nature and scope of work required. The burden of proof as to cost credibility rests with the Offeror. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The City Purchasing Division, or designee, will perform the cost evaluation. A preliminary cost review will ensure that each remaining Offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Evaluation Committee if lacking in sufficient information to equitably compare costs.

{INTENTIONALLY LEFT BLANK}

**PART 5 - INSTRUCTIONS FOR
LOCAL PREFERENCE CERTIFICATION FORM**

1. ALL INFORMATION MUST BE PROVIDED. A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

2. LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE. The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.

3. PHYSICAL LOCATION MUST BE STATED. To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

4. ADDITIONAL REQUIREMENT. To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.

5. DEFINITIONS. The following definitions apply to this preference:

- The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
- A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
- A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

6. ADDITIONAL DOCUMENTATION. If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

9/24/02

LOCAL PREFERENCE CERTIFICATION FORM

RFP06-004-SV: "Automated Traffic Enforcement Program"

Business Name: _____

Business Location (in Abq. Metro Area): _____

Business Type: **SELECT ONE**

- Corporation -- Indicate state of incorporation.  _____
- Partnership -- Indicate "general" or "limited".  _____
- Sole Proprietorship (Single Owner with employees)
- Individual (Single Owner/No employees)
- Other - Indicate status.  _____

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico:  _____

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ **Date:** _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER

9/24/02

PART 6
DRAFT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Albuquerque, New Mexico a municipal corporation, (hereinafter referred to as the "City"), and _____, hereinafter referred to as the "Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the City issued a Request For Proposals for the Albuquerque Police Department, Solicitation Number RFP____-____-__, titled "Automated Traffic Enforcement Program", dated 29 July 2005, which is attached hereto as Exhibit A, and by this reference made a part of this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated _____, in response to RFP____-____-__, which proposal is attached hereto as Exhibit B, and by this reference made a part of this Agreement; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:

Provide Automated Traffic Enforcement Program in accordance with Exhibit A as supplemented by Exhibit B.

2. Time of Performance. Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within _____ years of the date of execution of this Agreement. This Agreement may be extended for up to _____ additional one-year periods upon written agreement of the parties.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of _____ Dollars (\$_____), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. Method of Payment. Such amount shall be paid to the Contractor at the rate of _____ Dollars (\$_____) per month. Payment shall be made to the Contractor monthly upon receipt by the City of a properly documented requisition for monthly payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. Independent Contractor. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify, and hold harmless the City and their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the Services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Bonds and Insurance.** The Contractor shall not commence any work under this Agreement until the insurance required in Exhibit A, Section 1.25, has been obtained and the proper certificates (or policies) have been submitted to the City.

8. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

12. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor may be required to provide such information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

13. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and

otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

14. Compliance with Laws. In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

15. Changes. The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

16. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

17. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

18. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

20. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

21. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

22. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

23. Approval Required. This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

CONTRACTOR:

Approved By:

By: _____

James B. Lewis (Date)
Chief Administrative Officer

Title: _____

Date: _____

Fed Tax ID No: _____

State Tax ID No: _____

Ray Schultz (Date)
Chief of Police, Albuquerque Police Department

EXHIBIT A
CITY OF ALBUQUERQUE REQUEST FOR PROPOSALS

EXHIBIT B
OFFEROR'S PROPOSAL

Project Schedule (or Project List)

T A S K S	M O N T H S											
	1	2	3	4	5	6	7	8	9	10	11	12
Identify Intersections												
Installation of Equipment												
Configuration of back-end												
Regional Agency Strategy												
Sub-Area strategy												
Funding Approaches												
Action Strategy												
On-going service fees												