

CITY OF FORT WORTH

PURCHASING DIVISION

Request For Proposals (RFP)

Red Light Camera Enforcement Systems and Services

Reference RFP No. 07-0119

Proposal Submission Deadline:

******* Thursday, June 7, 2007 at 1:30PM Central Daylight Time (CDT) *******

No Late Proposals Will Be Accepted

<u>PROPOSALS SHALL BE DELIVERED TO:</u> City of Fort Worth Purchasing Division Lower Level 1000 Throckmorton Street Fort Worth, Texas 76102	<u>PROPOSALS SHALL BE MAILED TO:</u> City of Fort Worth Purchasing Division Lower Level 1000 Throckmorton Fort Worth, Texas 76102
For Additional Information Concerning This RFP Please Contact: Don McKinnon, Senior Buyer e-mail: don.mckinnon@fortworthgov.org Phone: 817-392-7648, fax 817-392-8440 ***** <u>Pre-Proposal Conference</u> May 16, 2007, at 4:00 PM CDT in the Development Conference Room, Lower Level, City Hall, Fort Worth Texas 76102	THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE PROPOSING OFFERFOR FOR THE AMOUNT SHOWN ON THE ACCOMPANYING PROPOSAL SHEETS AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THIS RFP. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE RFP AND AGREE TO THE TERMS AND CONDITIONS HEREIN. Name and Address of Company Submitting Proposal: _____ _____ Contact Person: _____ Phone: () _____ Fax: () _____ Signature: _____ Printed Name: _____ E-Mail: _____

Jack Dale,
Purchasing Manager

RFP 07-0119 Red Light Camera System

Cover Page

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1.0 GENERAL PROVISIONS

1.1 Submission of Proposal:

One (1) original and six (6) copies plus one (1) CD copy of all proposal documents shall be submitted in a sealed package or container. The project name and the offeror's name and address should be marked on the outside of the envelope. To ensure acceptance of the proposal, the Request for Proposals (RFP) number and the published opening time and date should also be clearly shown on the lower left corner of the return envelope. Facsimile transmittals, electronic mail transmittals, or offers communicated by telephone will not be accepted or considered. Proposals that are not submitted in a sealed package or container will not be considered.

Mailed proposals shall be sent to:

Purchasing Division
City of Fort Worth
1000 Throckmorton Street
Lower Level
Fort Worth, Texas 76102

Proposals may also be delivered in person to:

City of Fort Worth
Municipal Office Building/City Hall
Purchasing Division (Southwest Corner of the Lower Level)
1000 Throckmorton Street
Fort Worth, Texas 76102

1.2 Delivery of Proposals:

Proposals must be received in the City of Fort Worth ("City") Purchasing Division no later than the time indicated on the cover sheet of this solicitation or subsequent addendum. The offeror is responsible for the means of delivering the proposal documents to the location listed in 1.0 on time. Delays due to any instrumentality used to transmit the proposal including delay occasioned by the offeror's or the City of Fort Worth's internal mailing system will be the responsibility of the offeror. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time stamp clock in the Purchasing Division is the official clock for determining whether proposals are submitted timely. Late proposals will not be accepted under any circumstances. Late proposals will be returned to the offeror unopened. Proposals may be withdrawn at any time prior to the due date and time shown above. Proposals may not be altered, amended or withdrawn after the due date and time without the recommendation and approval of the Purchasing Manager. The offeror agrees, if the proposal is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP.

1.3 Public Opening:

Proposals will be opened and publicly acknowledged at the following location, date and time:

City of Fort Worth
Municipal Office Building/City Hall
City Council Chambers, 2nd Floor
1000 Throckmorton Street
Fort Worth, Texas 76102

Date: June 7, 2007

Time: 1:30 PM, CDT

(City is not responsible for lost, misdirected or unsent faxes, email, US mail or any other type of communication)

Offerors, their representatives and interested persons may be present. Only the offeror's name shall be acknowledged so as to avoid disclosure of the contents to competing offerors and keep offers confidential. Subject to 1.4 hereof, information relative to this RFP will not be released by the City during the Proposal evaluation process or prior to contract award. After the contract is awarded, all proposals will be open for public inspection, to the extent permitted by law.

1.4 Proprietary Information:

If an offeror does not desire proprietary information in the proposal to be disclosed, it is required to identify all proprietary information in the proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such page the offeror contends that proprietary information is found. If the offeror fails to identify proprietary information, it agrees that by submitting its proposal that the unmarked sections shall be deemed nonproprietary and made available upon public request.

Offerors are advised that the confidentiality of their proposals will be protected by the City to the extent permitted by law. Offerors are advised to consider the implications of Chapter 552 of the Texas Government Code, the Texas Public Information Act (the "Act"). While there are provisions in the Act to protect proprietary information, the City shall not be liable or responsible in any way for the disclosure of information not clearly marked as "Proprietary Information" or if disclosure is required by the Act or any other applicable law or court order. In the event there is a request for the offeror's proprietary information, the City will use its best efforts to notify the offeror of such request, and it will be the responsibility of the offeror to submit reasons objecting to disclosure. A determination of whether such reasons are sufficient will not be decided by the City of Fort Worth, but by the Office of the Attorney General of the State of Texas.

1.5 Completion of Proposal:

Offerors are expected to examine all documents that make up the RFP. Offerors shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the RFP. Offerors must use a complete RFP to prepare proposals. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete RFPs.

Each offeror must furnish the information required by this RFP on the documents provided, and on clearly referenced attachments as needed. RFPs submitted on other than the forms included in the RFP may be considered non-responsive. Any attempt to alter the wording in the RFP may result in rejection of the RFP. Statements made by an offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

1.6 Explanations / Request for Clarification:

Offerors are invited to submit written questions and requests for clarifications regarding this RFP. Any explanation, clarification, or interpretation desired by offeror regarding any part of this RFP must be requested in writing from the Purchasing Division at least **seven (7) days prior** to published submission deadline, referenced on cover of the RFP or addenda. Interpretations, corrections or changes to RFP made in any other manner are not binding upon the City, and offerors shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Requests for explanations or clarifications may be mailed,

faxed, or emailed to the Purchasing Division attention the Buyer listed on the cover page of this RFP. Inquiries must clearly identify the offeror, point of contact, the Request for Proposal Title, Number and the Buyer's name. Any written information given to one offeror concerning the RFP will be furnished to all firms who are known to have requested a copy of the RFP. City is not responsible for misdirected or lost inquiries.

1.7 Addenda:

Any interpretations, corrections or changes to this RFP will be made by addendum. Sole addenda issuing authority shall be vested in the City of Fort Worth Purchasing Division. Addenda will be mailed to all offerors who are known to have received a copy of this RFP.

1.8 Withdrawal of Proposal:

An offeror's proposal may be withdrawn by a duly authorized representative of the offeror at any time prior to the proposal submission deadline, upon presentation of acceptable identification as such a representative of such offeror.

1.9 Award of Contract:

The City will first examine proposals to determine their conformance with the RFP. Any proposals that are deemed to be non-conforming to the stated requirements may be rejected. Therefore, offerors should exercise particular care in reviewing the required proposal format as set forth in this RFP.

The City reserves the right to accept or reject any and all proposals and to re-solicit for proposals, as it shall deem to be in the best interests of the City of Fort Worth. Receipt of any proposal shall under no circumstances obligate the City to accept the lowest cost proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in this RFP.

1.10 Period of Acceptance:

Offeror acknowledges that by submitting a proposal, it makes an offer, which, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City of Fort Worth. The period of acceptance of this proposal is ninety (90) calendars days from the date of opening, unless the offeror notes a different period.

1.11 Tax Exemption:

The City is exempt from Federal Excise and State Sales Tax for equipment or material incorporated into the Project; therefore, tax must not be included in proposals for this service. The City will provide the selected offeror a sales tax exemption certificate upon request.

1.12 Cost Incurred in Responding:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of and shall be borne by the offeror(s).

1.13 Negotiations:

The City reserves the right to negotiate all elements that comprise the offeror's proposal to ensure that the best possible consideration be afforded to all concerned.

1.14 Contract Incorporation:

It is anticipated that following the completion of the negotiation process, a contract will be awarded to the selected offeror. However, no work is to begin, nor is the City liable for any costs whatsoever, until the contract has been duly authorized by the City council and executed by the authorize City official(s).

Offerors should be aware that the contents of the successful proposal will become a part of the contract documents. Failure of an offeror to accept this obligation may result in the cancellation of any award. The contract documents shall include this RFP, the selected offeror's proposal (as amended by its best and final offer if applicable), and the contract.

1.15 Non-Endorsement:

If a proposal is accepted, the selected offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement, which state or imply the City's endorsement of the offeror's services.

1.16 Contract Administrator:

TPW/Traffic Engineering Division, 817-392-8774, is designated as Contract Administrator and will act as the contact point between the City and the offeror after contract award.

1.17 City's Reservations: The City expressly reserves the right to:

- 1.17.1 Specify approximate quantities in the RFP;
- 1.17.2 Extend the RFP opening date and time;
- 1.17.3 Consider and accept alternate proposals, if specified in the RFP documents, when most advantageous to the City;
- 1.17.4 Waive an informality minor deviations from specifications, provided they do not affect completion or result in functionally unacceptable goods or services;
- 1.17.5 Waive any minor informality in the RFP or RFP procedure (a minor informality is one that does not affect the competitiveness of proposing firms);
- 1.17.6 Add additional terms or modify existing terms in the RFP;
- 1.17.7 Reject an RFP because of unbalanced unit prices;
- 1.17.8 Reject or cancel any or all RFPs;
- 1.17.9 Reissue any RFP; and/or
- 1.17.10 Procure any item or service by other means.

1.18 Contact with City Council, Staff and Advisors:

All questions concerning this RFP must be directed to the Purchasing Division. Contact information is listed on the cover page of this document.

The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one RFP offeror secures or attempts to secure an unfair advantage over another offeror or creates a situation where there is an appearance of impropriety in contacts between the offeror, its agent, contractor, or consultant and City officials.

After release of the RFP, no officer, employee, agent or representative of the offeror shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this RFP, except as herein provided.

Contacts by the offeror with City staff when such contacts do not pertain to this RFP are exempt from this provision.

Presentations and/or responses to inquiries initiated by City staff; and if a representative of the offeror has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the RFP.

If a representative of any offeror submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in the offeror being disqualified from the procurement process.

2.0 STANDARD TERMS AND CONDITIONS

The selected offeror, meaning the offeror to which the contract is awarded, may be referred to herein as the "Contractor".

2.1 Indemnification:

Offeror does hereby agree to waive all claims, release, indemnify and hold harmless the City, its officials, officers, agents and employees, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the offeror, its officers, agents, employees, sub-contractors, invitees, or other persons for whom the offeror is legally liable, arising out of or in connection with the performance of the contract, and the offeror will at its own cost and expense defend and protect the City against any and all such claims and demands.

Provided that the contract is not a contract for professional services as described in the Texas Professional Services Procurement Act, offeror does further hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all its officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property, arising out of or in connection with the performance of the contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of actions arise in whole or in part from the negligence of the City, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the offeror to indemnify and protect the City from consequences of City's own negligence whether that negligence is a sole or concurring cause of the injury, death or damage.

2.2 Period of Performance:

If this RFP results in a contract, it shall remain in effect until contract expires, unless otherwise terminated under an applicable contract provision.

2.3 Termination:

The performance of work under this contract may be terminated in whole or in part by the City, with or without cause, at any time upon the delivery to Contractor of a written "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the City. In addition,

the contract will have a provision under which the City can terminate for its convenience. If, among other things, the project becomes obsolete, the funds required are not appropriated or are otherwise unavailable, legality and/or feasibility of the project is affected by any change in the law or a directive of a governmental authority, or for other reasons related to the City's needs or convenience the contract will be terminated. Such action by City may be taken immediately at any time. If the contract is terminated by the City, the Contractor shall remove all equipment without cost or damage to the City and the City shall not be responsible to the Contractor for loss of anticipated profits or other expenses related to any work or services performed or not performed after the termination date.

2.4 Assignment – Delegation:

No right, interest or obligation of Contractor under this contract shall be assigned or delegated without the written agreement of the City. Any attempted assignment or delegation of Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.5 Waiver:

A waiver or renunciation of a claim cannot discharge a claim or right arising out of a breach of the contract in whole or in part or right unless the waiver or renunciation is supported by consideration, is in writing, and is signed by the aggrieved party.

2.6 Modifications:

The contract can be modified or rescinded only by a written agreement signed by both parties.

2.7 Applicable Law, Venue, and Jurisdiction:

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of the contract documents, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. The contract documents shall be construed in accordance with the laws of the State of Texas.

2.8 Independent Contractor:

Contractor shall operate as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-contractors. The doctrine of respondent superior shall not apply as between the City and Contractor, its officers, agents, employees, contractors and subcontractors. Nothing within the contract documents shall be construed as creating a partnership or joint enterprise between the City and Contractor, its officers, agents, employees, contractors and subcontractors.

2.9 Conflict of Interest:

The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under the contract documents. The Contractor agrees that no member of the governing body; officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the contract.

2.10 Laws, Statutes and Other Governmental Requirements:

The contract is entered into subject to the Charter and ordinances of the City, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws.

2.11 Right to Audit:

Contractor agrees that the City shall, until the expiration of three (3) years after final payment under the contract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to the contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.

Contractor further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subcontractor, involving transactions to the subcontract, and further that the City shall have access during normal working hours to all subcontractor facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this article together with subsection (3) hereof. The City shall give Subcontractor(s) reasonable advance notice of intended audits.

Contractor and subcontractor agree to photocopy such documents as may be requested by the City. The City agrees to reimburse Contractor for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

2.12 Severability:

If one or more of the provisions contained in the contract documents shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the contract documents, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

2.13 Fiscal Funding Limitation:

Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the City, which fiscal year ends on September 30 of each year, shall be subject to City Council budget approval providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under the contract, then the City will immediately notify Contractor of such occurrence and the contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except to the portions of payments agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

2.14 Rights to Proposal and Contractual Material:

All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence,

and related material submitted by an offeror shall become property of the City of Fort Worth upon receipt.

2.15 Copyrights and Rights in Data:

Where activities supported by this project produce original computer programs, writings, sound recordings, pictorial reproduction, drawings, or other graphical representation and works of any similar nature (the term computer program includes executable computer programs and supporting data in any form), the City of Fort Worth has the right to use, duplicate, and disclose, in whole or in part, in any manner, for any purpose whatsoever and have others do so. If the material is copyrightable, the Contractor may copyright such, and the City of Fort Worth reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use such material, in whole or in part and to authorize others to do so.

2.16 Disability:

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. Contractor warrants it will fully comply with ADA provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

2.17 Remedies:

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of the contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to the contract.

2.18 Silence of Specification:

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2.19 Non-Discrimination:

Contractor shall not discriminate against any employee, contractor, subcontractor, supplier or other party necessary to its performance of the contract because of race, creed, color, sex, religion, disability, age, national origin, familial status, or sexual orientation.

2.20 No Third-Party Beneficiary:

For purposes of the contract, including its intended operation and effect, the parties to the contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to the contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of the contract are not intended to release, either

by contract or operation of law, any third person or entity from obligations owing by them to either the City or Contractor.

2.21 Release of Claims:

By submitting an offer, the offeror agrees that it will not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided herein or concerning the City's failure, negligent or otherwise, to provide the offeror with pertinent information as intended by this RFP.

2.22 Headings:

The headings of this document are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

3.0 MINORITY AND WOMEN BUSINESS ENTERPRISE PROVISIONS:

All offerors shall note that it is the policy of the City of Fort Worth to ensure the full and equitable participation of Minority and Women Business Enterprises (M/WBE) in the procurement of services with a fee of \$25,000 or more by establishing an M/WBE goal. The M/WBE goal on this project is 20%.

The information shall be submitted with the proposal and shall include: (1) the name, address and telephone number of each M/WBE; (2) the description of the work to be performed by each M/WBE; and (3) the approximate dollar amount/percentage of the participation.

The M/WBE firm(s) must be located or doing business in the City's geographic market area at the time of proposal opening. The City's geographic market includes the following nine (9) counties: Tarrant, Parker, Johnson, Collin, Dallas, Denton, Ellis, Kaufman and Rockwall. The M/WBE firm(s) must also be currently certified or in the process of being certified by the North Central Texas Regional Certification Agency (NCTRCA), or Texas Department of Transportation (TXDOT), Highway Division prior to recommendation for award being made to the City Council.

If an offeror fails to meet the stated M/WBE goal, in part or in whole, then a detailed explanation must be submitted to explain the Good and Honest Efforts your firm made to secure M/WBE participation.

4.0 GENERAL

The City will accept proposals in accordance with this RFP.

The City invites the submission of proposals from offerors who can thoroughly document their ability to provide the expertise and management skills necessary to furnish, deliver, install, maintain, upgrade, operate, and repair a City-wide digital automated red light enforcement program operating twenty-four hours a day, seven days a week, three hundred sixty-five days a year (24/7/365), the goal of which is to provide safety on public streets by the enforcement of red light violations. This will include, among other things, staff, provided by the selected offeror, for the initial verification and storage of digital images and electronic data to be provided to the City or its designee in a format to be determined by the City.

If your company has demonstrated experience in furnishing, delivering, installing, maintaining, upgrading, operating, and repairing a City-wide digital automated red light enforcement program, and is interested in making its services available to the City, you are invited to respond to this RFP.

Offerors are cautioned that proposals, which do not follow the form required by this RFP, will be subject to rejection without review. However, offerors may include any additional material they wish.

5.0 SCOPE OF SERVICES

5.1 General:

The City is seeking proposals from qualified vendors interested in providing a high-resolution digital system for still photographic images of red light violators at various intersections controlled by red lights within the City for an initial contract term of five years, with one 5-year option to renew for a total terms of ten years. The goal of the program is to reduce collisions and injuries related to red light running. The selected offeror ("Contractor") must be able to phase in a fully operational program within sixty (60) days of the City's issuance of a notice to proceed.

The City plans to strategically place cameras throughout the City to reduce red light related accidents and change driver behavior citywide. The first year, the City plans to implement cameras at ten (10) intersections, in phases. Initially, no more than 10 intersections will have cameras operating and collecting violations at the same time. However, proposals should include a pricing option to install equipment at more than ten (10) locations. The proposal could also include installations of "dummy" equipment sites.

After the first year, the City will review accidents and violation rates at sites with and without red light cameras to statistically determine the effectiveness of the system. After the analysis is completed, the City may or may not decide to add cameras to the system. The City may also require either temporary or permanent relocation of any of the cameras to meet changing needs. The offeror shall complete such relocations within forty-five (45) days of City's written request.

The contract will have a provision under which the City can terminate for its convenience. If, among other things, the project becomes obsolete, the funds required are not appropriated or are otherwise unavailable, legality and/or feasibility of the project is affected by any change in the law or a directive of a governmental authority, or for other reasons related to the City's needs or convenience the contract will be terminated. Such action by City may be taken immediately at any time. If the contract is terminated by the City, the Contractor shall remove all equipment without cost or damage to the City and the City shall not be responsible to the Contractor for loss of anticipated profits or other expenses related to any work or services performed or not performed after the termination date.

Camera locations will be determined by City staff based on accident trends, history of high violation rates, and balanced geographic distribution to maximize driver awareness and behavior changes citywide. The City will not consider installing cameras at locations planned for construction.

Staff is currently using police accident reports to identify locations with right-angle accident trends and locations with high violation rates. The list of camera sites will not be completed prior to the proposal opening date but will be completed before negotiations begin. Once a Contractor is selected, the City will review a list of candidate sites with the Contractor to determine any potential issues related to visibility, equipment location conflicts or violation issues. The list of camera sites will be finalized before the contract is executed.

The system must meet the requirements set forth herein and shall include, but not be limited to, providing all necessary equipment, engineering, installation, labor maintenance, violation processing, issuance of letters of notice to vehicle owners, administrative hearings, court appearances and any other necessary support for a complete turnkey program (the "System"). Also included should be an implementation schedule, complete system installation, documentation and training, service and maintenance and a detailed cost of the services. The Contractor shall warrant and maintain all equipment provided to the City throughout the duration of the contract.

Each offeror is to provide a system for use with civil enforcement that issues violations and enforces ordinances approved by the Fort Worth City Council. An ordinance for this program is being reviewed and will be made available upon authorization by the Fort Worth City Council, prior to execution of the contract.

Ideally the offeror should be able to demonstrate its capabilities by providing references from at least three (3) successful installations of similar size and complexity. Each letter of reference must list the name, address, and telephone number of a contact for each referenced project. The City reserves the right to visit the locations of these installations during the evaluation process of this project. Vendors must include a list of all clients for the past three (3) years.

5.2 System Requirements:

Each System must be capable of the following:

- 5.2.1 The System must be capable of simultaneously monitoring a minimum of four (4) lanes of traffic (including turn lanes) traveling in the same direction.
- 5.2.2 The cameras shall provide digital images of the rear license plates (at least two photographs) of the violating vehicle and at least ten seconds of recorded video of the violation. Contractors must also provide a sufficient number of cameras to capture all necessary information to prosecute violators. The System shall be capable of recording the length of time between photographs or in the alternative time stamp each photograph. The System shall also record the date, time of day, time the light has been red, and the length of time elapsed between the takings of the photographs. The System shall also be capable of recording violations at all times of day or night and during varying weather conditions.
- 5.2.3 The System shall be capable of recording red light violations with City-specified minimum speed and time delay requirements, either, of which may be zero.
- 5.2.4 The System shall provide at least ten (10) seconds of full-motion video imaging of each violation. At least two (2) frames of color images shall be printed on the violation, including one showing the vehicle prior to entering the intersection (with the signal red from the driver's view) and another showing the vehicle in the intersection with the signal light still red.
- 5.2.5 The System shall maintain a permanent secure and complete, unedited log of all system events, including every change of status and user intervention of any type or security level. System protocols should be set in place so that the host log file for each violation cannot be edited or erased. Security access levels are to be user specified and multi-level.

System should be built so that all failed attempts to log in will be recorded. Events are to be time-stamped to the nearest millisecond and proposals must include a description of how the System obtains date and time and maintains time accurately throughout the day.

- 5.2.6 Under normal operation, images are to be transmitted electronically, on a daily basis. Once transmitted and verified, the violation recorded is automatically removed from the roadside and sent to a central processing facility where violation records are received. Each offeror must be able to provide software that will enable reviewing officers to verify, select, compose and approve the violation.
- 5.2.7 Each offeror must permit on-site inspections of property, personnel, financial and other records and reports as may be required by the City. Complete violation and violation records shall also be available for police and court review. The records should also be exported for display.
- 5.2.8 Supplemental intersection lighting, when required (such as at night) will be provided by City.

5.3 Installation :

Each offeror must show how it will comply with the following installation and maintenance requirements:

- 5.3.1 Equipment installation shall be non-invasive (above ground only). A vehicle detection system using digital video without a minimum speed for detection is preferred. Installation will be accomplished without interfering with existing roadway surfaces, with the exception of necessary conduit installation.
- 5.3.2 The Contractor shall install the System at sites chosen by the City. Although the City will be responsible for site selection, it will seek Contract's assistance for site analysis recommendations and assistance in the final selection.
- 5.3.3 The Contractor shall install the System on existing traffic control poles or on newly installed poles. The System shall in no way interfere with the cycling, timing or sequencing of traffic signals. Power for the System is to be provided from the existing traffic signal meter unless the City specifies otherwise. If necessary, an independent metered service will be required and power will not be provided from the traffic signal cabinet. The Contractor shall be responsible for obtaining power from the appropriate utility, and be solely responsible for utility costs to power the System.
- 5.3.4 All sensor placements and timing sequences shall be such that it does not negatively impact the normal operation of traffic signal and approved by the City Transportation and Public Works Department ("T/PW"). The Contractor shall install the poles, sensors and camera systems under the supervision of the T/PW and in accordance with all current standards. The Contractor will be responsible for submitting any plans, as prescribed by City Code, obtaining all necessary permits and adhering to all applicable local, state, and federal laws, including but not limited to City of Fort Worth ordinances, rules and regulations, signage requirements, and building construction standards.

- 5.3.5 Locating of underground facilities, prior to construction, shall be the responsibility of the Contractor.
- 5.3.6 All operating, maintenance and repair costs will be the responsibility of the Contractor. This includes any damages to equipment in the field due to severe weather, vehicle collisions, or vandalism.
- 5.3.7 The System shall be capable of continuous remote monitoring to determine proper operation. Contractor shall perform remote status checks and camera monitoring at least twice daily. The System must automatically notify appropriate personnel of any System failure or other problem that would cause the System to be inoperable. The Contractor will then be required to respond and repair any report of a malfunctioning system within 24-hours of receiving notice. No existing traffic signal systems telemetry shall be used for conveyance of any system information, reports, or failure notification.
- 5.3.8 Any defective equipment that is not replaced or repaired (made operational) within 72 hours of electronic and/or phone notification by the City shall result in liquidated damages of 20% per day of monthly camera rental rate.
- 5.3.9 The Contractor shall establish a program of regularly scheduled maintenance on all Systems such that Systems maintain an operational reliability of no less than 95 percent (defined as 160 or more hours out of each 168 hour week). The Contractor's staff will certify and log all System testing. All reports detailing such testing, maintenance and repair must be maintained by the Contractor and made available to the City upon request.
- 5.3.10 The Contractor shall give the T/PW Traffic Signal Maintenance Supervisor, or his designee at 817-392-2535 prior notice, 24 hours in advance, that work will be performed prior to visiting any of the installed locations or proposed locations for installation. The Contractor shall notify the TPW Central Dispatcher (817-392-8100) at the time work crews arrive at the intersection to begin work and also contact the dispatcher at the time the crews leave the intersection. This includes work performed outside of the traffic signal controller cabinet.
- 5.3.11 Each camera system must be capable of performing internal calibration checks for accuracy and functionality. Evidence of such testing must be imprinted on the digital camera image. Test failures must prevent further operation of the incapacitated unit. The internal test should provide a visual and/or auditory signal that clearly indicates the digital camera system's operational accuracy or lack thereof. The Contractor will notify the City of any malfunctions in any of the installed systems immediately upon their discovery.
- 5.3.12 All imaging equipment, computer equipment and other associated equipment shall be state-of-the-art and shall be equivalent to highest acceptable standards currently in the industry. The City reserves the right to reject equipment that does not meet current market standards.

- 5.3.13 The offeror's equipment shall be compatible with the City's **170-model** traffic controller cabinets.
- 5.3.14 Contractor shall use isolation relays or equivalent to protect traffic signal equipment from noise, transient voltage, and any related remote interconnect or interference problems in accordance with the National Electric Manufacturer's Association (NEMA) standard.
- 5.3.15 The offeror's system shall provide a convenient means of disconnecting it from the traffic signal system. City shall retain the right to disconnect the offeror's system from the traffic signal system when, in the sole opinion of the City, it is in the City's best interest to do so for purposes of maintenance, repair, troubleshooting or other reason related to the proper operation of the traffic signal system.
- 5.3.16 The offeror's camera system shall monitor status of the traffic signal via field terminals (120 VAC).
- 5.3.17 Video streams and intersection data shall be transmitted securely from the intersection to the processing facility in near real time, without human intervention. In the event of transmission or communications failure, the intersection equipment shall be capable of storing at least a full day's complete violation records; in such case, the data shall be manually retrieved daily in the field.
- 5.3.18 The Contractor must be able to install and remove upon request "Dummy" systems that exhibit all the actions of an operational system but that do not issue violation notices. All time and costs associated with "Dummy" systems must be detailed. The number and locations of "Dummy" systems (if any) shall be determined by the City.
- 5.3.19 The Contractor shall obtain all required permits, licenses, and insurance required for the completion of the installation of the System.
- 5.3.20 If "as built" drawings of the intersection traffic signal hardware place are available, the City will provide copies to the offeror. Drawings may not be to scale and may not be reliable to locate signal conduit or other utility locations. It will be the responsibility of the offeror to use adequate methods for verifying locations of signal conduits and other utilities.

The Contractor may employ subcontractors to perform certain of its responsibilities. However, the Contractor shall not subcontract any portion of its installation responsibilities without first obtaining express written permission from the City.

If the City consents to such subcontract(s), the Contractor shall be fully responsible to the City for all acts and omissions of the subcontractor(s).

The offeror shall prepare detailed plans for installation, along with a "footprint" of equipment installed, of the System that will be approved by the City, prior to installation. These plans shall become the property of the City and shall be prepared by an appropriately licensed professional engineer in the State of Texas. Before the final activation, each installation and its operation must be approved for activation by T/PW.

5.4 Training:

At no additional cost, and the Contractor shall provide initial training for up to fifteen (15) City personnel in each category listed below. The number of training hours and schedule shall be detailed in the proposal. Manuals shall also be provided in an electronic format. A follow up training session shall be conducted two months after initial program start up.

The training shall include but not be limited to:

- 5.4.1 Equipment orientation
- 5.4.2 Centralized and in-field training
- 5.4.3 Familiarization with the software programs used for violation processing
- 5.4.4 Familiarization with the Contractor's customer service and payment operations
- 5.4.5 Handling of payment processing
- 5.4.6 Public Outreach

5.5 Public Awareness Campaign:

At no additional cost, the Contractor must develop and implement a Public Awareness Campaign. This will include providing the content and design of public education materials, web-site design, and assistance with media kick-off events, press releases and communications. The content and design must have the approval of the City. All media related issues will be coordinated by the City. Written materials for mass distribution shall be produced in the Spanish language, in addition to English. Radio and television spots will include some versions in Spanish. Publications, TV and Radio spot samples must be included in proposal packet. Proposals shall include example publications or materials provided for other cities.

5.6 Red Light Enforcement Flow Chart:

Proposals shall include a detailed process flowchart. The proposal shall detail which entity (Contractor, City, Bank, or Municipal Court) is responsible for the task shown and reference a time frame to complete each task. The offeror shall detail which entity is responsible for updating the database to track the status of the violation.

5.7 Violation Processing:

Each offeror must be capable of performing the following requirements for processing of each violation:

- 5.7.1 Maintain a chain of custody for all documents relating to the operation of the City's program. This will include secure record keeping and evidence storage procedures.
- 5.7.2 Electronic interfacing with the Department of Motor Vehicles (DMV) to determine each violator's information and address.
- 5.7.3 Maintain electronic images of all correspondence received related to adjudication by mail.

- 5.7.4 Generate a Certificate of Mailing and be responsible for the violation mailing and postage costs for all notices mailed on a schedule to be approved by the City.
- 5.7.5 Each notice shall include one set of images and a license plate image. All images are to be stamped with the date, time, and location of the violation. Each notice will also include other items that may be required by the proposed ordinance. The City has the right to approve the format and content of the notice of violation. If, in the future, additional enforcement of other traffic regulations is permitted or if the amount of the violation changes, the offeror will provide such services or make required changes to the notice of violation form at the direction of the City at no additional charge to the City.
- 5.7.6 For each violation adjudication or appeal, the Contractor will work with City personnel to provide hearing information. The information provided may include but is not limited to:
 - 5.7.6.1 All issued and disputed notices addressed to the party
 - 5.7.6.2 A violation history report
 - 5.7.6.3 A statement certifying the reliability and accuracy of the equipment.
- 5.7.7 The Contractor will provide, when required for court testimony, a qualified expert witness who is knowledgeable on the theory, reliability, operation, and functional capabilities of the red light camera system.
- 5.7.8 The Contractor shall provide an audit trail of all unusable and unactionable images with documentation regarding why the photograph was unusable and/or why a violation was not generated.
- 5.7.9 The Contractor shall be required to store all electronic data for a period of three (3) years or a longer time if agreed upon with the contract administrator. Besides providing back up system files in the Contractor's offices, the Contractor shall deliver an electronic file of the system database and image records on a periodic basis.

5.8 Violation Approval Process:

The City will provide management oversight, staff and internet connections to review and approve photo-recorded violations. All violations will be approved by a City employee, a licensed peace officer. Notice of Violations shall be available for on-line review and approval at locations to be designated by the City.

Violations are to be made available for viewing by registered vehicle owner issued notices of violation via a secure web site maintained by the Contractor. Online viewing shall be available on the same day that notices are mailed.

Violation Disbursement

As directed by the City, the Contractor shall prepare notice letters for all chargeable violations and shall mail a notice of violation to vehicle owners. Notices of violation are considered civil penalties and not moving violations.

Violations, for which registered owner data is available, shall be issued within three (3) business days of the violation event date. For any notices returned-to-sender for invalid address the Contractor is to utilize a secondary source (other than DMV) to obtain a valid address of the violator. Proposals shall include details on secondary sources used.

Violations shall be sent every weekday and allow City staff ample time to review and approve violations.

If the registered owner is in the business of renting or leasing the vehicle named in the violation, the registered owner may transfer responsibility to the lessee under contract at the time of the violation.

To transfer liability, the registered owner must provide the name, address, driver's license number and evidence of a contract agreement to the City in affidavit form on or before the preset adjudication date. Information shall be mailed to the Contractor and forwarded to the City Hearing Office. If the information meets the transfer of liability requirements, the City Hearing Officer shall notify the Contractor to issue a notice of violation to the person named as the Lessee within 30 days and place the original notice on the dismissal list.

If the vehicle owner does not respond on or before the preset hearing, the Contractor shall prepare and mail a default letter for any violations that remain unpaid along with an additional late payment fee of \$25.00. After thirty (30) days, the Contractor shall issue and send a 2nd default letter. After forty-five (45) days, the Contractor shall send a 3rd default letter indicating that the City will pursue collections on unpaid notices by establishing a relationship with a collection agency. After 90 days, the Contractor shall require the collection agency to send correspondence indicating that they are under contract to pursuing collections.

The Contractor is to provide a monthly aged listing of unpaid violations to Municipal Court and T/PW.

The City shall approve the content and format of all correspondence to vehicle owners. Proposals shall include an example of all proposed correspondence form letters including but not limited to:

- Notice of Violation
- 1st Default Letter stating failure to respond, \$75 fine and \$25 late fee
- 2nd Default Letter stating failure to respond, \$75 fine and \$25 late fee
- 3rd Default Letter stating failure to respond, \$75 fine, \$25 late fee and warning that failure to pay will result in collection agency actions
- 4th Default Letter from a collection agency under contract with the Contractor
- Correspondence related to adjudication by mail
- Notice of rescheduled hearing date

The Contractor must ensure that Web sites, data links, and data are protected from unwanted intrusion and manipulation by unauthorized persons

The offeror must provide a detailed summary of how the various websites used as part of this project will be protected from unwanted intrusions or corruption of data by unauthorized persons. Further, the offeror must outline the steps it will undertake to recover from such an attack, in terms of restoring daily operations; restoring customer

confidence, especially if given wrong information; and ensuring validity of evidence for hearings.

5.9 Collections :

The City Council will enact an ordinance pertaining to photo-enforcement before execution of the contract for the project. The ordinance will establish a minimum civil penalty fine for running a red light. The fine amounts recommended by staff are \$75.00 per violation for the first and second violation in a 12-month period and \$200.00 for a third and subsequent violation in any 12-month period. A late fee of \$25.00 will be imposed if timely payment of the penalty is not received.

The Contractor will collect payments from citizens on civil violations. Payment options should include payment by check or credit card, via telephone with a local or 800 phone number or Internet. Any credit card billing disputes or credit card processing discrepancies will be addressed and resolved by the Contractor. Each paid violation shall have a receipt (electronic or hard copy) provided to the payer that references the violation number and the amount paid. In addition, the offeror will handle affidavits of transfer of liability, and bill the newly identified violator within 30 days.

Proposals shall indicate if a barcode system will be used on the notice of violation forms. The Contractor will handle all initial phone inquiries from citizens via a local or toll-free telephone number.

The Contractor will deposit all monies collected into a City account within 24-48 hours. Ledgers are to be maintained which show at a minimum: vehicle license plate, violations, fees paid, outstanding violations and deposits. Fine collection procedures will be developed in accordance with the City's financial accountability and Customer Service Guidelines. The Contractor will also capture payment method data (i.e. paid by mail, walk-in, City facility, internet, etc).

Records will be kept in accordance with generally accepted accounting practices. The Contractor may establish a relationship with a collection agency to pursue any unpaid violations. The offeror is to outline methods to be used for collection of past due payments. These methods will be subject to City approval.

5.10 Adjudication Process:

The registered vehicle owner has the option to contest a violation. City hearings will be conducted by a City Hearing Officer. Hearing Officers and hearing rooms will be provided by the City.

The notice of violation shall automatically generate a hearing date set approximately fifteen (15) calendar days from the date of violation as specified by the City; accounting for weekday business hours. The notice of violation shall refer requests to reschedule hearing dates to the office of the City Hearing Officer. Instant hearings will not be allowed. If the registered owner requests an alternate hearing date, the City will be responsible for scheduling such date. The Contractor shall allow the Hearing Officer to update the system to prevent a default letter from being automatically generated.

The City will allow registered vehicle owners to adjudicate by mail. The City must receive the information relating to defenses by mail on or before the preset hearing date. The Contractor will be responsible for receiving all mail, scanning all correspondence received, and forwarding the information to the City Hearing Officer. The City is required to resolve all adjudications by mail within ninety (90) days of the date of violation.

A resolution by an adjudication officer that results in dismissal will be communicated to the Contractor for records update and violation clearance.

A resolution by an adjudication officer that upholds a violation and is accepted by a citizen may have revenues collected by the City Municipal Court ("Municipal Court"). Municipal Court will deposit any collected revenues and send updates of the account to the Contractor. The Contractor will then update the Contractor's records. Payments are due immediately following a hearing unless the Hearing Officer chooses to set an alternate date for collection. The Contractor shall provide methods to track payment dates set by the Hearing Officer.

Any violation that is unresolved after the Hearing Officer's review may be appealed to a Municipal Court Judge. Appeals will be scheduled by the Municipal Court and a decision issued.

The Municipal Court will inform the Contractor of adjustments to the violation account in accordance with the Judge's decision, collect monies as appropriate and forward the information to the Contractor. The Contractor will then make the appropriate adjustments. The proposal shall detail how this process will be tracked and communicated between the Contractor and the Municipal Court.

The Contractor will provide Internet access to the City of Fort Worth for violation viewing by adjudication officers and/or judges. The City will provide equipment for the access and viewing within the Municipal Court.

5.11 Pricing:

Fees are to be submitted for a complete turnkey service operation in which the offeror retains ownership of all equipment and provides all program services (hardware and software, installation and maintenance, violation processing, public education, telephone hotline support) under a five year contract, with one 5-year option to renew for a total term of ten years.

The offeror shall submit its fee structure and implementation options. The goal of this project is to decrease the number of injury accidents by decreasing the number of red light violations. It is the desire of the City for this project to be self-supporting. The offeror will provide a fee structure that supports the number of camera locations used and the built-in options related to rotation of cameras between sites and/or the use of dummy site equipment in combination with a stationary camera site; and the performance of each location as it relates to the need for relocation of equipment.

The fee structure proposed must include all operating expenses and management fees. It shall include the costs for construction and installation. This estimate must include all anticipated costs to install the necessary equipment per approach and any network connections.

The offeror will bear all costs for additional sites, if requested by the City. The offeror and the City will agree on all site locations and the scheduling of new installations.

The offeror shall also submit a proposal for a collections program based on a collection percentage (%) guarantee and penalties for poor performance of collections and processing for collection of accounts past due beyond 90 days. The percentage guarantee must be higher than 65%.

In no case will City pay more to the Contractor more than 90% of the actual gross collection from this program less appeals fees as outlined by the proposed ordinance.

5.12 Monthly Reporting :

The Contractor will provide weekly detailed and monthly reports and as requested to the City of Fort Worth detailing automated enforcement operation, including but not limited to:

5.12.1 Operations :

5.12.1.1 Violation Records by individual violation to include license plate number, date of violation, name of registered vehicle owner/violator, address of violation, and amount billed. In addition, the Contractor shall submit a separate listing of violations in which an affidavit was accepted and the person responsible for the violation updated.

5.12.1.2 Detailed Phone Customer Assistance

5.12.1.3 Hearings Appointments Scheduled/Held and violations dismissed by Hearing Officer.

5.12.1.4 Violation Status/Dispositions to include which violations are overdue and subject to a late fee.

5.12.1.5 Payments received/collection made by individual violation to include license plate number, date of violation, name of registered vehicle owner/violator, address of violation, and amount collected.

5.12.1.6 Equipment Hours of Operation

5.12.1.7 System Reliability/Operations

5.12.1.8 Performance Data

5.12.1.9 The Contractor shall provide monthly reports that give the following information in a format convenient to the Contractor and acceptable to the City:

- The total number of events detected, violations issued, and prosecutable image rate by location and in total.
- The total number of violations that occurred and percentages of total vehicle traffic per lane (preferred).
- The total number and percentage of rejected images by reason. These shall be broken down into controllable and uncontrollable reasons. The sum of all events shall include the exceptions listed below including controllable and uncontrollable events:

The Contractor's Controllable Exceptions such as (but not limited to):

- False camera triggers
- Dark or improperly illuminated images
- Washed out license plates / reflective sheeting
- License plates with plate blockers
- Out of focus / unreadable license plate images

- Vehicles out of position in the first or second images
- Images with unmatched violation event data
- Improper red time delay
- Green light in second image
- Too old to issue notice (legal time expired)
- Wrong license plate entered
- Red light not visible in frame

Uncontrollable Rejections (outside of the Contractor's control):

- Missing license plate
- Obstructed license plate
- Temporary / Paper / Dealer Plate
- Unenforceable license plate – (Law enforcement/diplomat/emergency vehicle)
- Funeral procession or other wave through
- No DMV record found

5.12.2 Collections and Revenues:

5.12.2.1 Monthly and Fiscal YTD Collections & Gross Revenues by category

5.12.2.2 Aged Accounts Receivable with detailed information

5.12.2.3 Lists of credits and adjustments by account, summary reports by type of adjustments and the value of the adjustments.

5.12.2.4 Monthly billing information of violations indicating original billing information, rebilling information to new violator, adjusted billings, and collection notices.

5.12.2.5 Monthly and YTD collections information of past due accounts.

5.12.3 Record Keeping:

The Contractor shall keep true and accurate records and provide information to the City on a regular basis in a format specified by the City. The Contractor shall maintain other non-financial information as it relates to the program.

All notice of violation images must be stored by the Contractor in compliance with State of Texas Record retention laws, be transferable to a CD format or equivalent, and shall be accessible, upon request, by the City's authorized representative.

At the end of each year, the Contractor must submit a year-end financial report to the City for auditing purposes. All financial records related to automated traffic signal enforcement shall be made available to a duly authorized representative of the City upon request. The City has the right to audit the books and records of the Contractor for the purpose of verifying the payments payable to the City. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice at mutually convenient times and during the Contractor's normal business hours. Except as otherwise provided or noted, the cost of such audit shall be borne by the City. In the event any such audit establishes any underpayment, the Contractor shall promptly pay the amount of the shortfall and in the event that any audit establishes that the Contractor has underpaid any payment by more than twenty five percent (25%) of the amount actually owing, the cost of the audit shall be borne by the Contractor.

5.12.4 Project Termination Plan:

As indicated above in the General section, the contract will have a provision under which the City can terminate for its convenience. If, among other things, the project becomes obsolete, the funds required are not appropriated or are otherwise unavailable, legality and/or feasibility of the project is affected by any change in the law or a directive of a governmental authority, or for other reasons related to the City's needs or convenience the contract will be terminated. Such action by City may be taken immediately at any time. If the contract is terminated by the City, the Contractor shall remove all equipment without cost to the City and the City shall not be responsible to the Contractor for loss of anticipated profits or other expenses related to any work or services performed or not performed after the termination date.

All proposals must contain a project termination plan. This plan shall include a timeline for the offeror, at its sole cost and expense, to complete removal of all equipment installed on City property, once the contract is terminated.

6.0 EVALUATION

6.1 Evaluation Process:

Proposals that are timely submitted and are not subject to disqualification will be reviewed by the City's evaluation committee. The City's evaluation committee will arrive at a short list of offerors considered to be reasonably qualified for award of the contract. The short-listed offerors may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to the City.

6.2 Selection Process:

The award of the contract shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in this RFP. The City may make investigations, as it deems necessary, to determine the capabilities of the offeror. The offeror shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the offeror fails to satisfy the City that the offeror is properly qualified to provide the services contemplated.

Each offeror will be evaluated on the basis of the following evaluation criteria:

- 6.2.1 Back office performance and overall customer services (25%)
- 6.2.2 Overall cost of the program (25%)
- 6.2.3 Technology and hardware performance/conformance to Technical specifications (20%)
- 6.2.4 Experience and Success (Current and past projects, Ratio of violations to citations issued, and Ratio of citations issued to citations collected) (10%)
- 6.2.5 Project Termination Plan (10%)
- 6.2.6 MWBE Plan (10%)

6.3 Negotiations:

The City reserves the right to negotiate the terms of the contract with the selected offeror prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest ranked proposal, the City may negotiate a contract with the next highest scored proposal.

7.0 INSURANCE REQUIREMENTS

The offeror shall obtain and maintain in effect during the term of the contract, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to execution of the contract.

7.1 General Policy Requirements:

- 7.1.1 The City of Fort Worth, its' Officers, Employees and Volunteers shall be named as an Additional Insured. Exception... the additional insured requirement does not apply to Workers' Compensation policies
- 7.1.2 Thirty days (30) notice of cancellation or non-renewal.
Example: "this insurance shall not be canceled, limited in scope or coverage, cancelled or non-renewed, until after thirty days prior written notice has been given to the City of Fort Worth.
- 7.1.3 Waiver of rights of recovery (subrogation) in favor of the City of Fort Worth.
- 7.1.4 The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.
- 7.1.5 If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.
- 7.1.6 "Unless otherwise stated, all required insurance shall be written on the "occurrence basis". If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the contractual agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the service provided under the contractual agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.
- 7.1.7 Policies shall have no exclusions by endorsements that nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by the City. In the event a contract has been proposal or executed and the exclusions are determined to be unacceptable or the City desires additional insurance coverage, and the City desires the contractor/engineer to obtain such coverage, the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.
- 7.1.8 Any self-insured retention (SIR), in excess of \$25,000.00, affecting required insurance coverage shall be acceptable to and approved by the Risk Management Division of the City of Fort Worth in regards to asset value and stockholders' equity. In lieu of traditional insurance, alternative coverage maintained through insurance pools or risk retention groups, must also be approved by Risk Management.

- 7.1.9 Any deductible in excess of \$5,000.00, for any policy that does not provide coverage on a first-dollar basis, must be acceptable to and approved by the City's Risk Management Division
- 7.1.10 The City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City of Fort Worth. The City shall be required to provide prior notice of ninety (days).
- 7.1.11 The City shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of party or the underwriter on any such policies.

7.2 Basic Lines and Limits of Insurance (most contracts &/or agreements)

7.2.1 Commercial General Liability (CGL)

\$1,000,000 each occurrence
\$2,000,000 aggregate limit

Coverage shall include but not be limited to the following: premises/operations, independent contractors, products/completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy.

7.2.2 Workers' Compensation

Statutory limits

Employer's liability

\$100,000 Each accident/occurrence
\$100,000 Disease - each employee
\$500,000 Disease - policy limit

7.2.3 Automobile Liability

\$1,000,000 each accident - combined single limit

A commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

7.2.4 Employee Dishonesty Policy AKA Blanket Crime Policy

\$1,000,000 each occurrence
\$1,000,000 Aggregate limit

7.2.5 Technology Errors & Omissions

Technology Liability (E&O)

\$1,000,000 Each Claim Limit
\$1,000,000 Aggregate Limit

Coverage shall include but not be limited to the following:

- Failure to prevent unauthorized access
- Unauthorized disclosure of information
- Implantation of malicious code or computer virus
- Fraud, Dishonest or Intentional Acts with final adjudication language

Technology coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Technology E&O. Either is acceptable if coverage meets all other requirements. Coverage shall be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided.

8.0 PAYMENT AND PERFORMANCE BONDS

8.1 Performance and Payment Bonds:

Performance and payment bonds in the amount of not less than \$1,000,000 conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials are required for this project.

Bonds shall be executed by a surety company acceptable to and approved by City, authorized to do business in the State of Texas and acceptable for underwriting or risks as indicated by the latest revision, Treasury Department Circular 570, listing acceptable sureties on federal bonds.

The performance and payment bonds shall be executed on the forms provided and delivered to the Purchasing Division within ten (10) days following bid award notification.

PAYMENT BOND

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF TARRANT §

That we, (1), _____ as Principal herein, and
(2) _____, a corporation organized and
existing under the laws of the State of (3) _____, as surety, are held and firmly bound
unto the City of Fort Worth, a municipal corporation located in Tarrant and Denton Counties,
Texas, Obligee herein, in the amount of _____
_____ Dollars (\$_____) for the payment whereof, the said Principal
and Surety bind themselves and their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Obligee
dated the ____ day of _____, 20____, which contract is hereby referred to and
made a part hereof as if fully and to the same extent as if copied at length, for the following
project: _____

_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal shall faithfully make payment to each and every claimant (as defined in Chapter
2253, Texas Government Code, as amended) supplying labor or materials in the prosecution of
the work under the contract, then this obligation shall be void; otherwise, to remain in full force
and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the
Texas Government Code, as amended, and all liabilities on this bond shall be determined in
accordance with the provisions of said statute, to the same extent as if it were copied at length
herein.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the
Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

ATTEST:

Secretary

(S E A L)

Witness as to Surety

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

SURETY

By: _____

Name: _____

Attorney in Fact

Address: _____

Telephone Number: _____

- NOTE:
- (1) Correct name of Principal (Contractor).
 - (2) Correct name of Surety.
 - (3) State of incorporation of Surety

Telephone number of surety must be stated. In addition, an original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

The date of bond shall not be prior to date of Contract.

PERFORMANCE BOND

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF TARRANT §

That we, (1) _____, as
Principal herein, and (2) _____, a
corporation organized under the laws of the State of (3) _____, and who is
authorized to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound
unto the City of Fort Worth, a municipal corporation located in Tarrant and Denton Counties,
Texas, Obligee herein, in the sum of _____
_____ Dollars (\$_____) for the payment of which sum we bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated
the ____ day of _____, 20____, a copy of which is attached hereto and made a part
hereof for all purposes, for the construction of _____

_____.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall
faithfully perform the work in accordance with the plans, specifications, and contract documents
and shall fully indemnify and hold harmless the Obligee from all costs and damages which
Obligee may suffer by reason of Principal's default, and reimburse and repay Obligee for all
outlay and expense that Obligee may incur in making good such default, then this obligation
shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the
Texas Government Code, as amended, and all liabilities on this bond shall be determined in
accordance with the provisions of such statute, to the same extent as if it were copied at length
herein.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the
Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

ATTEST:

Secretary

(S E A L)

Witness as to Surety

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

SURETY

By: _____

Name: _____
Attorney in Fact

Address: _____

Telephone Number: _____

- NOTE:
- (1) Correct name of Principal (Contractor).
 - (4) Correct name of Surety.
 - (5) State of incorporation of Surety

Telephone number of surety must be stated. In addition, an original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

The date of bond shall not be prior to date of Contract.

9.0 FORMAT AND CONTENT OF OFFER

9.1 Instructions

These instructions prescribe the format and content of the proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal. It is the request of the City that the following section headings be used in the responses to this RFP and that they be arranged in the order as listed in the proposal. The offeror should provide a table of contents and should label divider tabs. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the offer/qualifications.

A minimum of one (1) original with original signatures and six (6) copies, plus one CD copy (Word format, preferred) of the offer must be submitted

9.1.1 Letter of Transmittal

Letter of Transmittal (limited to two pages)

9.1.1.1 Briefly state that your firm understands the work to be accomplished and make a commitment to perform all the work within the required time frames.

9.1.1.2 A brief narrative highlighting the proposal.

9.1.1.3 If the offeror is a partnership, corporation or other entity other than an individual, the letter must be signed by an officer authorized to obligate the entity.

9.1.2 Required Forms

Include in this section the completed and properly executed standard forms required by this procurement. These include:

Request for Proposal Form (Cover Page of RFP)
Certification of Independence and No Conflict of Interest
Firm's Questionnaire, Part One and Two

9.1.3 Table of Contents

Include a clear identification of the material by section and by page number.

9.1.4 Profile of Offeror

9.1.4.1 State whether the firm is local, regional, national, or international.

9.1.4.2 State the location of the office that will have primary responsibility for the services, as well as the number of partners, managers, supervisors, and other professional staff located at that office.

9.1.4.3 Provide an organizational summary briefly detailing the offeror's history, its primary business activities, resources, and current activities

9.1.4.4 Describe similar services provided to other entities including the name address, telephone number, and contact person of prior or current clients

9.1.4.5 Provide information that demonstrates that the offeror has knowledge and

expertise to conduct an evaluation of camera enforcement.

9.1.5 Detailed Operational Plan

9.1.5.1 The schedule should also indicate the number of hours needed to complete each task, estimated dates for preliminary and final submittals, and should describe the City's staff involvement in the project including key decision points.

9.1.5.2 Describe in detail the offeror's plan for creating and managing public awareness and education regarding the System.

9.1.5.3 Back Office Performance & Technology and Hardware Performance. All offerors should be prepared to submit equipment samples for testing, at the request of the City.

9.1.5.4 The offeror should identify the principal supervisory and management staff, including managers, other supervisors, and other specialists who will be assigned to the engagement. The response should state the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis. The firm should provide resumes on staff assigned to the project, highlighting the pertinent experience in similar scope experience of each person, including information on relevant certifications, continuing professional education for the past three (3) years, and membership in professional organizations relevant to the performance of this project.

9.1.5.5 The proposal should identify any sub-consultant firms and the percent of the effort assigned to the subcontractor. The proposal shall provide information on all subcontractors proposed as part of this contract including:

9.1.5.5.1 Company history

9.1.4.5.2 Qualifications and experience

9.1.4.5.3 Proposed staffing for this project

9.1.4.5.4 Alliance relationship and length of relationship

9.1.4.5.5 Clients where you have done work together and descriptions of the specific projects

9.1.4.5.6 Proposed staffing for this project

9.1.5.6 The offeror must include a statement certifying that the sub-consultant firm(s) does not have prior or ongoing engagements that would constitute a conflict of interest. All sub-consultant firms must provide proof of insurance as specified in this RFP.

9.1.5.7 The response should identify and describe any potential problems, the firm's proach to resolving these problems, and any special assistance that will be requested from the City.

9.1.5.8 The response should describe the company's approach to insure the quality of work performed.

9.1.6 Experience and Qualifications:

9.1.6.1 Provide a list of at least three (3) governmental entities with whom you have contracted to provide the digital equipment and services being proposed. These agencies will be contacted as references. The proposed system must have been in use in the United States for a minimum of 12 months. Programs must include a minimum operation period of not less than 12 months. Please provide the following information for each project:

9.1.6.1.1 Project title, location and description

9.1.6.1.2 Name and phone number of owner/user contact person. The response must list the current name, email address and telephone number of the principal client contact

9.1.6.1.3 Start and end dates

9.1.6.2 Offerors with less than 12 months experience at providing red light Violation programs may be dropped from consideration. Any requirements not fully met in this RFP should be explained in full by the offeror.

9.1.6.3 Provide a statement of any and all involvement of your company, subsidiaries, or their predecessors in litigation, civil or criminal, arising from the installation, maintenance and/or operation of your company's automated photo enforcement program. This should include information relative to the outcome of the litigation, specific factors leading up to the litigation, and what has or will be done to mitigate these factors.

9.1.6.4 For the firm's office that will be assigned responsibility for the work, list The Most significant engagements (maximum of five) performed in the last three (3) years That are similar to the engagement described in this RFP, including references from both governmental and private sector engagements.

9.1.6.5 Other documentation supporting the consultants relevant experience

9.1.7 Fee Structure and Costs

Detailed pricing breakdown with fee structure and implementation options.

9.1.8 Sample Contract

The offeror should provide a sample service agreement and contract with its submitted proposal.

The selected offeror, after negotiations with the City, will be asked to enter into a contract using the City's format. Terms can be negotiable, but the City's standard terms and conditions in the RFP will be incorporated.

The City attaches considerable importance to the terms of the contract; and a proposal that is subject to significant modification to the contract or extensively conditioned will be at a disadvantage. All exceptions must be listed, referencing the section of the contract to which they apply.

9.1.9 Financial Statements

Submit a copy of your company's most recently audited, as well as, current (reviewed) financial statement.

9.1.10. Additional Data

Since the preceding sections are to contain only the data that is specifically requested, any additional information that is considered essential to the proposal should be included in this section. If there is not additional information to present, state "There is no additional information we wish to present."

(Remainder of Page Intentionally Left Blank)

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST,

By submitting a proposal in response to **the City of Fort Worth's Request** for Proposal the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other offeror.
4. No attempt has been made or will be made by the undersigned to induce any other offeror to submit or not to submit a proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between the undersigned and the City that interferes with fair competition or as a conflict of interest.
6. The offeror's proposal is based solely on it's own understanding of the requirements of the RFP based on the written contents of the RFP, and any written addenda and written clarifications provided to offerors during the procurement process by the purchasing agent.
7. The offeror acknowledges and agrees that the City is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings which were made at any time prior to or during the procurement process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the RFP or included by written addenda or written clarifications during the procurement process and issued by the purchasing agent.
8. **The offeror** shall guarantee in writing the availability of the services offered and that all bid proposal terms, including price, will remain firm a minimum of **90** days following the deadline for submitting proposals.

Signature

Name and Title

Company Name

Date:

QUESTIONNAIRE

Part One

Complete Questionnaire on the following pages and include the form in this section of your proposal. Responses should be typed or word processed and answered in the order they are found.

1. How many systems have you installed in the mid-western area?
2. How long has your company been in business?
3. How large is your current customer base?
4. Describe your service force, in terms of size, location, and experience.
5. What hours are the technicians available?
6. List the number of Certified Service Technicians employed to service systems in the area.
7. List the subcontractors to be utilized and their functions in the project.
8. Guaranteed Response Time to Failure.
9. Days Service Provided.
10. Hours Service Provided.
11. Explain how after-hours service calls are processed.
12. Do you perform preventative maintenance on a regular schedule (explain your process)?

Name and Title

Date

Company Name

**PROPOSING FIRM'S QUESTIONNAIRE
PART TWO**

1. Offeror's Corporate Name .
2. Type of organization (corporation, joint venture, partnership, individual).
3. History – Year established.
4. State the length of time you have been in that business under your present name.
5. Size in terms of annual revenue, number of employees and number of clients.
6. Describe the nature of your current business, business philosophy regarding operations and client relationships.
7. A brief description of the company, other lines of business that the company is directly or indirectly affiliated with, and a list of related companies.
8. Have you ever failed to complete any contract awarded to you? If so, where and why?
9. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization, and the reason.
10. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? If so, state name of individual, other organization, and the reason.
11. Information on the circumstances and status of any disciplinary action taken or pending against the firm, or its officers, during the past three (3) years with any regulatory bodies or professional organizations.
12. With what individuals or entities has the supervising principal been associated with, as partner or otherwise, during the last seven (7) years? Attach additional sheets as necessary.
13. Have you, your partners, members, joint ventures, Parent Corporation, or subsidiaries been a party to any applicable lawsuits, including any current investigations, indictments, or pending litigation, within the last seven (7) years? If so, list these lawsuits. Attach additional sheets as necessary.
14. List any and all actions occurring within the last seven (7) years which have resulted in revocation or suspension of any permit or authority to do business in any federal, state or local jurisdiction, recorded by Vendor, any officer or director thereof or any affiliate or related company.
15. List any and all actions occurring in the last seven (7) years that have resulted in the barring from public bidding recorded by Vendor, supervising principal, any officer or director thereof or any affiliate or related company.
16. List any bankruptcy proceedings in the last seven (7) years recorded by Proposing firm, Parent Corporation, or any affiliate or related company.

The firm shall also disclose any anticipated mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal.