



Chevy Chase Village

Invitation for Bids

Automated Speed Camera Services

Questions regarding this Invitation for Bids shall be made in writing to the attention of John Fitzgerald, Chief of Police via e-mail at john.fitzgerald2@montgomerycountymd.gov. Questions must be received by Tuesday, July 26, 2022 at 2:00 p.m.

All Bids must be delivered electronically to Chief Fitzgerald at john.fitzgerald2@montgomerycountymd.gov no later than **2:00 p.m. on Thursday, August 4, 2022.**

Chevy Chase Village is an Equal Opportunity Employer

Invitation for Bids Speed Camera Program

Enclosed is an invitation to submit a Bid for the performance of an Automated Traffic Enforcement Program within Chevy Chase Village, Maryland, which will include, but not be limited to:

- Providing, installing operating and maintaining automated camera equipment, computers and software to capture images of speeding motor vehicles;
- Capturing and transmitting high resolution images of speeding vehicles;
- Obtaining owner information based on vehicle registration plates;
- Mailing printed warnings, citations and late notices;
- Receiving and processing payments via online or in-person credit card, check or cash;
- Invoicing Chevy Chase Village monthly;
- Performing collections services to collect or attempt to collect delinquent payments;
- Providing telephone-based customer service;
- Performing all services in compliance with Maryland law governing automated speed cameras and all other federal, state and local laws;
- Related functions in order to provide complete, camera-based automated speed enforcement services.

Chevy Chase Village (the “Village”) is an incorporated municipality within Montgomery County, Maryland. The Village is seeking to award a contract for services to be provided during the period from January 1, 2023 to December 31, 2025, with an option for two (2) additional, consecutive one (1)-year extensions.

This Invitation for Bids packet includes the following documents. It is the prospective bidder’s sole responsibility to inquire about any documents it detects as missing from this Invitation.

- Invitation for Bids
- Attachment A: Instructions to Bidders
- Attachment B: Scope of Work
- Attachment C: Sample Contract
- Attachment D: Bid Sheet
- Attachment E: Non-Collusion Affidavit
- Attachment F: Affidavit of Non-Conviction, Non-suspension & False Pretenses
- Attachment G: Wage Certification
- Attachment H: Map of Chevy Chase Village
- Attachment I: Camera Events and Mailed Citations 2012-2021

Questions regarding this Invitation for Bids shall be made by email to the attention of John Fitzgerald, Chief of Police, Chevy Chase Village Hall. Chief Fitzgerald may be contacted via e-mail at john.fitzgerald2@montgomerycountymd.gov. **Questions must be submitted no later than Tuesday, July 26 at 2:00 p.m.**

All bids must be submitted electronically to Chief Fitzgerald at john.fitzgerald2@montgomerycountymd.gov. **Bids must be received no later than 2:00 p.m. on Thursday, August 4, 2022**, and must comply with the Instructions to Bidders and Scope of Work attached hereto as Attachments A and B respectively. Bids will be opened and read by conference call at 2:30 p.m. on Thursday, August 4, 2022. The call-in number and access code for the bid opening will be posted to the Village's website at least 4 days before the bid opening.

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ATTACHMENT A

Instructions to Bidders

TIME FOR SUBMISSION OF BIDS. Bids shall be delivered electronically to Project Manager Ms. Ellen Sands at ellen.sands@montgomerycountymd.gov. A receipt will be sent by email, which will include a call-in number and access code for the bid opening. The call-in number and access code for the bid opening will also be posted to the Village's website at least 5 days before the bid opening.

1. All bids must be received no later than 2:00 P.M. on Thursday, August 4, 2022. Bids will be opened and read aloud by conference call at 2:30 p.m. on August 4, 2022. Bids received after the deadline will not be considered. **Only electronic submissions will receive formal consideration.**

2. BIDS. Bidders must provide all required materials identified herein. All bids must give the price in figures unless otherwise specified herein.

Conditional bids will not be accepted.

It is the Bidder's responsibility to assure that a bid is received electronically by the Village in a timely manner.

Bids must contain the signature of an individual authorized to bind the Bidder, in the space provided.

All copies of the bid shall be organized as outlined below, and, at a minimum, shall contain the following information:

A. Cover Page / Letter of Interest – A cover page that includes the following information:

- i. Bidder's name and mailing address;
- ii. Bidder's current legal status (e.g., corporation, partnership, sole proprietor);
- iii. General description of the Bidder, including the Bidder's size, professional capabilities, key staff, organizational structure, and interest in the project;
- iv. Contact person's name, title, phone number, fax number and e-mail address; and
- v. PDF of original signature of authorized officer of the Bidder.

B. Related Experience – Description of relevant experience in the performance of provision and maintenance of a speed camera system for municipal corporations or other governmental entities which the Bidder believes may be relevant for consideration of it for this Contract.

C. References - Bidders must submit a list of at least three (3) former or current clients for whom the Bidder has or is currently performing services that is substantially similar to the services requested herein. Bidder must submit contact information for each reference and a description of the relevant qualifications and the scope of work undertaken for each.

- D. Key Personnel – Bidders must identify an employee of the Bidder who will be designated as the point of contact for any and all inquiries by the Village, and also must identify a replacement for such employee(s) in the event the Village requests such replacement or such employee(s) becomes unavailable to continue work on the project for any reason.
- E. Pricing Bid – Bidders must include in their bid pricing for all items listed in Attachment D. Failure to provide pricing for ALL items may result in the disqualification and rejection of the Bid.

The Village reserves the right to request more detailed information in any one or more of the above categories from one or more bidder(s) before final selection is made.

The contents of the bid and any clarification to the contents submitted by the successful bidder become part of the contractual obligation and will be incorporated by reference into the contractual agreement entered into between the Village and the successful bidder. If selected, the successful bidder will be expected to enter into and abide by the terms and conditions set forth in the proposed Contract for Services attached to the IFB as Attachment C.

Failure to address ALL items may result in the disqualification and rejection of the Bid. The Village reserves the right to request more detailed information in any one or more of the above categories from one or more Bidder(s) before final selection is made. Following review of written Bids submitted, the Village, in its discretion, may request that some or all of the Bidders appear by video conference before the Village Manager and/or her staff to make a presentation and answer any questions the Village may have with respect to the Bid or the Bidder's qualifications for this project.

The successful Bidder's response to this IFB shall become part of the Contract Documents. This procurement is subject to the provisions of the Village Procurement and Disposition Ordinance (Chapter 24 of the Chevy Chase Village Code).

3. FURTHER INFORMATION. Any questions regarding the contractual terms or technical requirements of this Invitation for Bid shall be made in writing to the attention of John Fitzgerald, Chief of Police, Chevy Chase Village Hall. Chief Fitzgerald, project manager for this contract, may be contacted via e-mail at john.fitzgerald2@montgomerycountymd.gov.

Questions must be submitted in writing by email no later than Tuesday, July 26, 2022 at 2:00 p.m. There will be no pre-bid meeting for this contract. A receipt will be sent via email. Responses to all questions received by email will be sent by email to all known bidders and will be posted to the eMaryland marketplace and Village websites by **Friday, July 29, 2022**.

4. NO BID. In the event that you do not wish to submit a Bid at this time but would like to be advised of similar requests in the future, please respond in writing by the stated Bid opening date.

5. **EVALUATION CRITERIA/REJECTION OF BIDS.** Evaluations may be based upon, among other things, cost, experience, references and other qualitative factors. Chevy Chase Village reserves the right to reject any and all bids in whole or in part and to waive any and all formalities as may best serve the interests of the Village. Incomplete bids or bids not complying with the stated requirements set forth in this IFB shall be considered non-responsive and maybe rejected. In addition to a written bid, the Village may seek additional information from Bidders in the form of an oral presentation, which may include questions presented by the Village relating to subject pertinent to the services to be provided. At the conclusion of the Village's evaluation of the bids, the Village Manager may recommend a Bidder to the Chevy Chase Village Board of Managers for award of the Contract.

- Evaluation Criteria

Bids will be evaluated using a predetermined method to ascertain which Bidder best meets the needs of the Village. Evaluation considerations will include but not be limited to the following:

- i. Responsiveness of the Bid in clearly stating the understanding of work to be performed;
- ii. Technical experience of the Bidder (as a company);
- ii. Technical experience of the Bidder's personnel;
- iii. Favorable assessment by other clients with similar needs of the Bidder's services; and
- iv. Cost. Although a significant factor, cost may not be the determining factor. Cost is particularly important when all the other evaluation criteria are relatively equal.

In some circumstances, Bids may be so similar in quality that oral interviews may be required to assist in making the final selection.

6. **AWARD.** Award will be made to the responsible Bidder, complying with all provisions of the IFB, whose bid is determined to be the most advantageous to the Village taking into consideration price and the evaluation criteria specified herein.

7. **REGISTRATION IN MARYLAND.** Companies not organized under the laws of Maryland must be in compliance with the applicable provisions of Title 21 of the Code of Maryland Regulations (State Procurement Regulations) in order to enter into a contract with the Village. Pursuant to 7-201, et seq. of the Corporations and Associations Article of the Maryland Code, companies not organized in the State shall be registered or qualified, as required, with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing business in this State.

8. **LICENSES.** The selected Bidder shall possess and keep all necessary licenses and permits valid for the entire duration of the term of the contract or any extensions thereof and promptly provide evidence of such extensions to the Village as appropriate.

9. **CAPACITY TO PERFORM.** The Bidder, by submitting its bid, represents that all equipment necessary for providing the described services is in working order, that materials needed are now in stock or will be available so as not to delay timely performance, and that all personnel needed are available or will be available by the date work is to commence.

10. **INFORMATION TO BE SUBMITTED WITH BID.** The following **must** be returned with the Bid:

- a) Cover Page/Letter of Interest as described in Item 2 of this Instruction to Bidders (Attachment A)
- b) Bid Sheet (Attachment D)
- c) Items as described in Item 5 of this Instruction to Bidders (Attachment A)
- d) Addenda as described in Item 16 of this Instructions to Bidders, if any (Attachment A)
- e) U.S. Treasury Department Employer Identification Number (EIN).
- f) State of Maryland Employer Identification Number.
- g) Certificate of Good Standing, if Bidder is a corporation or a limited liability company.
- h) Any other information as to reputation, stability, capability and equipment, as well as current commitments to others as may be requested by the Village.
- i) Affidavits

11. **LATE BIDS.** It is the Bidder's responsibility to assure that its bid is received at the proper time and place of Bid opening. No bid received thereafter will be considered.

12. **ERRORS IN BIDS.** When an error is made in extending total prices, the unit Bid price will govern. Carelessness in quoting prices, or in the preparation of the Bid, will not relieve the Bidder. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the Bid is accepted.

Failure of the Bidder to thoroughly understand all aspects of this IFB or to become familiar with all conditions which may affect performance before submitting a bid will not act as an excuse to permit withdrawal of the bid nor secure relief on pleas of error.

13. **BID WITHDRAWAL.** Request for withdrawal of a bid must be made by email and transmitted personally to the Director of Municipal Operations at least one (1) hour prior to scheduled Bid opening. In such a case, the unopened Bid, together with the Bid bond, if required, and other attachments, will be returned to the Bidder at that time. No Bid may be withdrawn at the public Bid opening or for a period of forty-five (45) days following the Bid opening.

14. **ACCURATE INFORMATION.** The Bidder certifies that all information provided in response to this Invitation or that will be provided to the Village is true and correct and can be relied

upon by the Village in awarding, modifying, accepting services, making payments, or taking any other action with respect to the contract contemplated as a result of the Invitation for Bids. Any false or misleading information is a ground for the Village to reject a Bid or to terminate the contract and to pursue any other appropriate remedy.

15. QUALIFICATION OF BIDDER. The Village shall have the right to take such steps as it deems necessary to determine the responsibility of the Bidder to perform the obligations under the contract and the Bidder shall furnish to the Village all such information for this purpose as the Village may request. The Village reserves the right to reject any bid where an investigation of available evidence or information does not satisfy the Village that the Bidder is qualified to carry out the terms of the contract.

16. ADDENDA. All addenda issued after the Invitation for Bids and before the opening of bids shall be included in the IFB and upon execution of the contract shall become a part thereof. Bidders are required to acknowledge the addenda by listing the number of the addenda on the bid sheet. It is the responsibility of the Bidder to make inquiry as to addenda issued.

17. AGREEMENT. The successful Bidder shall be required to complete a two-party contract in substantially the form attached to the IFB as Attachment C within ten days of notice of award. The terms and conditions in this IFB shall be incorporated into the contract and shall be binding on the successful Bidder. **Any proposed modifications or objections to the contract shall be submitted by the Bidder as part of its response to this IFB. No proposed modifications or objections to the contract will be accepted after the bid deadline.** If the successful Bidder fails to execute the contract, the award may be annulled and the contract awarded to the second lowest responsive Bidder, and such Bidder shall fulfill every stipulation embraced herein, as if it were the original party to whom the award was made, or the Village may reject all of the bids, as its interest may require.

18. INDEPENDENT CONTRACTOR. The successful Bidder shall perform approved services under the contract as an independent contractor and not as an employee or agent of the Village.

19. PRICES. Bids must be submitted on a firm fixed price, unless otherwise specified herein.

20. DISCOUNTS. All discounts other than prompt payment are to be included in the bid price. Cash discounts will not be considered in determining the lowest net costs for bid evaluation purposes.

21. INSURANCE. The successful Bidder, within five (5) days following award and prior to commencement of any approved work, shall furnish to the Village proof of insurance of at least the kinds and minimum amounts set forth in the sample contract attached to the Invitation for Bids as Attachment C.

22. **SUBCONTRACTING.** When allowed, Bidders who intend to subcontract any portion of the work including delivery, installation, or maintenance will submit with their bid: 1) a description of the items to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the qualifications of the subcontractor(s). If subcontractors are identified, the contractor shall not be relieved from the prime responsibility of full and complete performance under any awarded contract. There shall be no contractual relationship between the Village and any subcontractor.

23. **INTERPRETATION.** Any questions concerning conditions and specifications shall be directed in writing to the Director of Municipal Operations. No interpretation shall be considered binding unless provided in writing by the Director of Municipal Operations. The submission of a bid shall be prima facie evidence that Bidders thoroughly understand the terms of all bid documents, including but not limited to the Technical Specifications and/or Scope of Work.

The successful Bidder shall take no advantage of any error or omission in any of the bid documents, including but not limited to the Technical Specifications and/or Scope of Work. The Village shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

24. **LEGAL REQUIREMENTS.** All materials, equipment, supplies, and services shall conform to all applicable Federal, State, County and local laws and regulations.

The selected Bidder shall observe and comply with all applicable Federal, State, County and local laws, ordinances, and regulations.

25. **RESERVATIONS.** The Village reserves the right to add or delete, in its sole discretion, any items from the bid in whole or in part without affecting the bid unit prices for any item or remaining service. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

26. **CONTRACT AWARD.** It is expected that the contract will be awarded by September 13, 2022. Time is of the essence as to the successful Bidder's performance under the awarded contract.

27. **BID PROTEST.** Any Bidder, who is aggrieved in connection with the IFB or award of a contract must first seek resolution of such complaint by submitting a protest to the Village Manager. If this effort fails to resolve the complaint, the aggrieved party may protest to the Board of Managers in writing. A protest with respect to an Invitation for Bids shall be submitted prior to the opening of bids, unless the protestor did not know and did not have reason to know of the facts giving rise to the protest until after such date, in which case the protest must be submitted within ten (10) calendar days after the facts became known, but in no event after the execution of a binding contract with the successful Bidder.

28. WAGE RATES. Effective July 1, 2022 through June 30, 2023, the minimum wage rate payable to contractor and sub-contractor employees performing work under this Contract is \$15.65 per hour. The hourly wage rate payable to contractor and sub-contractor employees performing work under this Contract shall be adjusted on July 1 of each year of the initial and extended contract term, beginning July 1, 2022, by the annual average increase, if any, in the CPIU, or any successor index, for the previous calendar year, as certified by the Chief Administrative Officer for Montgomery County pursuant to Sec. 11B-33A of the Montgomery County Code. The Contractor must submit a Wage Requirement Payroll Report on a yearly basis, beginning on July 1, 2023, for each year of the Contract and at Contract completion. The standard report form and instructions will be provided by the Village.

In the event of a timely protest as described above, procurement shall not proceed further until the dispute is resolved or until the Village Manager makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the Village.

ATTACHMENT B

Scope of Work

Chevy Chase Village Scope of Work (SOW)

Chevy Chase Village

Automated Traffic Enforcement, Collection and Violation

Processing System

Project Overview

Chevy Chase Village, Maryland and the Chevy Chase Village Police Department, hereinafter called the "Village", engages Conduent State and Local Solutions to provide automated speed enforcement operations and automated wrong way enforcement operations. Currently, the Village program has four (4) active speed camera sites and two active Wrong Way Enforcement warning systems.

The Village photo enforcement program operates under the Maryland Annotated Code, Transportation Article §21-809 (Speed). The Contractor agrees to conform with the current law and any future law changes at no cost to the Village. The Contractor agrees to conform to any current regulation, form and format required by administrative agencies, such as the Maryland Motor Vehicle Administration, and all future changes to regulations, forms and formats at no cost to the Village.

Contractor shall provide current technology employed on the Village's automated enforcement program. These systems are accessible to authorized Village employees via a web-based platform in both a mobile and office environment, and provide programming, support and hardware for courtroom adjudication where still images will be submitted into evidence and displayed during courtroom proceedings.

The project scope includes digital camera systems capable of digital still photography for capturing and validating speed violations and installation/conversion at all currently active existing speed camera sites. The project also includes a warning only program for Wrong Way or "Do Not Enter" fixed sign violations. Still digital photography will remain in use for the issuance of speed violations.

The system provides three (3) digital images from the cameras with the third being a close-up image of the tag. The Contractor identifies the registration number and state, and performs the initial review for speed violations. The Contractor will obtain address and owner information on all events which will be subjected to double-blind verification before forwarding to the authorized Village employees for approval. Once reviewed and approved, the authorized Village employee's name and ID number are electronically inserted and the citations are printed and mailed before the end of the next business day by the Contractor. Payments and correspondence are received and processed through Chevy Chase Village's lockbox system and deposits are made daily into the Village's designated bank account.

The Contractor will schedule any violators contesting their citations on available dates provided by the Court. Contractor shall mail notification of scheduled court dates, along with any appropriate follow-up correspondence, to the violator within one business day after the date has been set.

Contractor is required to provide the following services:

- i. **Program Management:** A dedicated program manager for the Automated Traffic Enforcement Program, a dedicated maintenance supervisor, and maintenance technicians.
- ii. **Automated Speed Enforcement System:** Contractor shall provide a Speed Camera System which is defined as inclusive of all equipment, installation, maintenance and personnel to support the Village's operation of an Automated Speed Enforcement System. This system must combine vehicle speed detection technology and digital image technology with a complete program for supplying, installing, and maintaining cameras at the four existing speed camera locations.
- iii. **Wrong Way Enforcement Systems:** Contractor shall install, maintain, and operate two 'Wrong Way Enforcement Systems.' These systems include digital cameras that will capture vehicles violating the 'Do Not Enter' signs at the intersections of Grafton Street/Wisconsin Avenue, and Oliver Street/Wisconsin Avenue, and include all equipment, installation, maintenance, and personnel to operate the systems. Each system must combine vehicle detection technology and digital image technology to generate violation warning notices (and, if authorized by law, citations), and Contractor must process and mail the warnings (and, if authorized by law, citations) to vehicle owners.
- iv. **Violation Processing System:** The Village requires the operation and maintenance of the violation processing system (back office services) for the issuance of citations, warnings, customer service, payment processing, and adjudication support of speed and wrong way violations. The back office violation processing system shall review images, access/interface motor vehicle registration data, perform final quality control, print and mail notices, , monitor disposition of notices, collect fines, provide financial and violator service support, reporting, conduct training and retraining of all program personnel, assist in public awareness programs, and provide adjudication support consistent with current Maryland law all at no cost to the Village and any future changes or additions to the laws governing automated enforcement systems. Citations related to speed automated enforcement must be mailed within 14 days from violation for Maryland registrations, however, speed citations issued to out of state registrations must be mailed within 30 days. The back office system must be accessible via secured method on the Internet by any Village approved user with security authorization by means of a personal computer, an Internet connection, and a web browser in real time. The system must also have comprehensive reporting modules to allow for immediate access to the Village of its relevant operational data. This database security will not allow an edit/delete function for unauthorized users including those users from other municipal programs.

SYSTEM OPERATIONS

- A) Automated Speed Enforcement Systems provided by the Contractor must:
- i) Capture vehicles that exceed the posted speed limit threshold as established by Maryland law. The system will not capture non-violators. Thresholds will be adjustable at the discretion of the Village and within the law.
 - ii) Camera units must record images in an easily viewable media to produce two (2) digital time stamped still photos for each captured violation and a third (3rd) vehicle tag close-up image. The system must be capable of the necessary calibration needed to identify a vehicle and track its progression through a location or zone in order to validate a speeding vehicle.
 - iii) Record event-specific evidence to substantiate multiple, simultaneous and/or concurrent speed violations occurring within the enforcement zone on multi-lane roadways. (Contractors must provide sample violation images to demonstrate this capability).
 - iv) Camera systems must be capable of operating continuously.
 - v) Automated speed enforcement systems must be capable of counting the number of vehicle passes, events, and speed violations.
 - vi) Provide statistical reports that contain information for events occurring within 72 hours of the event. Any malfunction must be easily identified and debugged on-line (if possible). Perform a self-test upon set-up. Simulate a violation (test shots) being recorded for testing. Communicate error messages; record date and time of system shutdown in the event of a malfunction. Malfunctioning of the system or equipment not the fault of the Village shall result in compensation to the Village for lost fine revenue.
 - vii) The system shall use digital technology. Film based systems will not be used or accepted. Systems must capture still digital images of all speed violations.
 - viii) The system shall generate secured violation evidence that can be communicated to and processed using Contractor supplied photo enforcement systems.
 - ix) The system shall be capable of recording each violation at all times of the day or night, during varying weather conditions. The system must allow the Village real-time remote monitoring to determine proper operation including real-time viewing.
 - x) All system component operations shall be synchronized to a single, standard, independent, external and verifiable time and date source.
 - xi) All cameras and associated equipment shall be maintained and perform to required minimum functional requirements as stated below and in concert with applicable Maryland law. Any defective camera or other equipment shall be repaired, re-installed or replaced within 24 hours of non-operation for fixed cameras and 8 hours for portable speed camera units and at

- no cost to the Village. The Contractor will notify the Village of any camera or equipment malfunctions no more than one (1) hour after the malfunction has been discovered.
- xii) The Contractor is responsible for the maintenance of all contractor-supplied equipment. The contractor must provide daily maintenance and support services along with a log including camera location, preventative maintenance, and calibration. Provide a monthly report to include all maintenance performed, all system errors identified and corrective actions taken, and a total of non-- operational time for each camera site. Notification to the Village must occur within one business day when a system becomes inoperable or damaged.
 - xiii) The Contractor further guarantees to repair or replace any inoperable equipment within 24 hours of discovery at no additional cost to the Village.
 - xiv) The system must be capable of identifying vehicles traveling through an automated speed enforcement zone and capable of tracking the vehicle's progression.
 - xv) The system must be capable of capturing license plate images displaying the characters, numbers, and images on reflective and non-reflective license plates. License plate images must be in color.
 - xvi) The system must convert and transfer existing data to the Contractor's back office system to allow for continued processing of past events.
 - xvii) The Contractor's photo speed enforcement camera system must at a minimum, capture, store and provide archival reporting on the following:
 - a. Date of violation event
 - b. Event tracking number
 - c. Time of each violation
 - d. Location of violation
 - e. Average speed of violators
 - f. Highest violator speed per site (weekly and monthly)
 - g. Open citations for violators with multiple events
 - h. Report detailing Contractor's employee event approval and voidance by name for quality control purposes
 - xviii) Camera systems must capture, store and make immediately available volumetric data (speed breakdown, time of day, volume, etc.) from each camera site. Individual camera site data must be easily retrievable and must be able to be imported by the Village into a Microsoft excel format.
 - xix) The violation detection system must provide and record accurate speed detection.
 - xx) The violation detection system must be a non-invasive detection system and detect at a minimum 99% of all vehicles.

- xxi) Digital camera systems must be capable of covering up to three (3) lanes of traffic.
- xxii) Suitability for nighttime operation is a high priority. The Village requires that the Contractor's system maintain adequate illumination necessary to capture speed violations during all ambient lighting conditions.
- xxiii) Contractor must demonstrate and provide several samples of images captured using the proposed flash or other nighttime detection technologies that will be utilized.
- xxiv) Contractor must provide samples of rejected violations consistent with the number or reasons a violation may be rejected. (These items can be part of a manual for rejections).
 - a. Back-Office Processing and Database system:
 - b. Be accessible via the internet by authorized users with the appropriate Village authorized security and be capable of providing separate and distinct levels of user rights including read only as well as full read, write, void authorizations: (i.e. user, Supervisor, Manager).
- xxv) The Contractor's system must allow for Village supervisor quality control and review of all vendor actions to include voids and overrides. The data provided will include individual vendor personnel processor information.
- xxvi) Be capable of generating custom, user defined, ad hoc reports that include but are not limited to financial reports, violation reports, camera performance at each location, and maintenance reports within 3 business days of written notification at no cost to the Village.
 - a. The system must be capable of generating an electronic file of registration plate flagging, flag releases, suspension and suspension removal notices to MVA in an MVA specified format.
 - b. The system must be capable of assisting with the financial collections of delinquent accounts including generating collection notices on a citation or tag basis. The system must be capable of waiving a portion or all of assessed penalties at the discretion of the Village. The Contractor shall generate collection specific reports, be flexible enough to allow processing of additional penalties, violations by tag as well as citation number, and capable of establishing and tracking a Village approved payment plan for the violator.
- xxvii) Provide statistical information that contains information for events occurring within 72 hours of the event.
- xxviii) The Contractor's system must be accessible by approved Village personnel both on and off-site on equipment (computers, printers, laptops, DSL or better internet provided and installed by the Contractor at no cost to the Village.
- xxix) The system must track all correspondence electronically.
- xxx) The system must assign a distinct case" number to each event.

- xxxi) Provide a full reporting module specific to the performance of each camera system.
- xxxii) Encrypt violation images and data to ensure security of primary evidence.
- xxxiii) Be capable, if necessary, of interfacing with current Village systems and adapting to any future Village systems or upgrades.

CONTRACTOR REQUIRED QUALIFICATION AND EXPERIENCE:

A) The automated enforcement system is inclusive of all equipment, installation, maintenance and personnel required to maintain the daily operation of the automated enforcement and collection systems described in this document. This system must combine vehicle detection technology and digital image technology with a complete program for supplying, installing, and maintaining cameras. The system must be capable of secured storage of violation evidence and data, pre- processing of evidence and data consistent with Village approved business rules, support for police authorization of citations for detected violations, notice printing and mailing, support for court adjudication processes to include scheduling and electronic evidence presentation during court proceedings, payment processing and support, support for systems reports generation, and expert consultancy for training of Village program staff, public relations support and help-desk operations.

- i) Contractor will provide:
 - a) an automated traffic enforcement, collection and violation processing system
 - b) a wrong way enforcement and violation processing system
 - c) maintenance of current speed camera sites utilizing digital camera technology, and related technologies at Village specified locations
 - d) a comprehensive violation and data collection processing system with a history of handling high volume violation processing activities including violation event review, name and address acquisition, notice and correspondence mailing, payment processing, customer service, and collections
 - e) a system capable of producing numerous standard and ad hoc reports as determined by the Village
 - f) a system capable of monitoring, capturing, retaining and reporting vehicles wanted for law enforcement purposes; a system capable of reporting and analyzing registration data within a searchable database.
- ii) Contractor shall be financially secure and stable with the technical and financial resources required to install, implement and maintain its camera enforcement and data collection equipment. The Contractor must maintain back-office support for the processing of violations and be able to accept digital (still) and video images captured by camera systems, in Village approved formats, which are: JPG, BMP, GIF, and TIFF. The scope of work includes but is not limited to: reviewing captured events; accessing registered owner information; printing and mailing citations; providing call center services; collecting and accounting for revenues; providing adjudication assistance; and providing the systems, supplies, and the technical support necessary to maintain operations.

PROJECT MANAGEMENT AND IMPLEMENTATION

- A) The Contractor must notify the Village in writing within five (5) business days each time a new project manager, key management employee, technician, contractor or subcontractor personnel performing key operational functions has been added or removed to the support of this contract.

- B) The Contractor must provide a dedicated Project Manager for the Village's automated enforcement and data collection program who will perform as the single point of contact. The Project Manager must possess sufficient support and assistance to efficiently manage and execute the Contractor's proposed program and must be responsible for this Village contract.

- C) Information, data, and images captured from systems deployed under this contract are the property of the Village and may not be used by the Contractor outside of the scope of services defined herein without express written permission of the Village.

- D) The Contractor will maintain all enforcement camera systems currently installed in the Village to include fixed and portable. The Contractor is responsible for the installation, maintenance, and repair of all camera equipment and all (above and below ground) cable or other connectivity for each camera location. The Village will bear no additional costs needed for maintenance.

- E) The Contractor is responsible for providing the necessary power, wiring, concrete bases, hand boxes, electrical junction boxes, poles, equipment boxes and any other equipment, supplies and related construction items needed to fully complete the installation and is responsible for meeting any State and Village guidelines, policies or requirements.

- F) Camera Housings

A weather and vandal-proof housing must be provided to protect the camera unit and its ancillary equipment and must have the following attributes:

- a. Water and spray resistant with sealed access panel
- b. Double walled steel construction including welded joints
- c. Security locks
- d. Rust proof finish (baked enamel) in a color approved by the Village
- e. Secure mountings to poles or concrete platforms
- f. The cabinet—and any related climate control system—shall be designed in a manner to ensure system operation under an outdoor temperature range of -10 degrees to 122 degrees Fahrenheit and an outside humidity limit of 100%.
- g. The camera system will contain equipment which will activate automatically to reduce any fogging on the windows that obstructs the view of the camera.
- h. The camera enclosures must be designed in such a fashion that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard.

G) TRAINING REQUIREMENTS

- i) The Contractor shall provide training in the operation of the various camera systems to appropriate Village personnel. This training will provide Village personnel with a basic understanding of how the processing system operates.
- ii) Trained personnel shall receive a certificate certifying their completing of the training by qualified Contractor personnel. Village trained personnel will receive a training manual provided by the Contractor.
- iii) The training will be conducted within the Village at a place and time convenient for Village personnel.
- iv) The Contractor will provide training to the Village Project Manager on the supervisory functions and report generation methods at the implementation and as needed throughout the contract term.
- v) Contractor must provide a complete system informational packet and additional training on the Contractor's cameras for Village personnel associated with the program any time new or updated systems are introduced or deployed.

H) REPORTS

- i) The Village requires the Contractor's system to provide web-enabled reporting modules to access, download, or print reports. The system processing and operational reports must be easily searchable and available in Microsoft Excel or Adobe .PDF format and, where possible, interface with current Village reporting systems.
- ii) The following reports are required:
 - a) Operator reports with corresponding authorized user logons
 - b) Payment reports detailing payment types, locations and receipt information
 - c) Total volume reports showing totals for all categories of processing, including pending
 - d) Rejection report detailing each rejected camera event, rejection reason and person rejecting the event
 - e) Payment reconciliation reports showing received payments, underpayments and partial payments
 - f) Over-payment report showing refund amounts due
 - g) Out-of-state report by plate number, date of violation, name of violator, total amount due and citation number
 - h) Jurisdictional breakdown report by state registration, both number and percentage
 - i) Fleet report detailing ticketed government and private fleet vehicle
 - j) Aging receivables report
 - k) Multi-offender report by registration, name, dollar amount owed, and dates of violations

- l) Offender Suspension Candidate report reflecting those offenders owing at least \$1,000 in outstanding fines and late fees
 - m) Evaluation that includes statistical information including the number of events transferred, percentages reflecting events approved, events rejected, events spoiled, event age at transfer, camera site performance by efficiency, time, (hour, day, month) and reason for rejection
 - n) A monthly report noting the performance of the Customer Service Center reflecting at a minimum:
 - a) The Automatic Call Distribution system performance
 - b) Customer handling, number of calls dropped, number of calls placed in voice mail and wait time for each customer
 - o) Nixie reports will be provided monthly and contain citation number, date of violation, date of nixie, old address and new address information.
- iii) The Contractor's management software system must provide record keeping and tracking functions for all citations from issuance through final disposition. The Village requires monthly, quarterly, and yearly standardized reports to include those mentioned previously in this document as well as reports summarizing and detailing the program camera performance, adjudication statistics, accounts receivable, aging reports, personnel performance and financial reports. Reports should detail average speeds for each camera location along with overall increases or decreases in speed.
- iv) The Contractor must provide the Village a monthly report of statistical information for each camera site to include the number of events, vehicle passes, violations issued, violations rejected and why, camera site performance and efficiency, and time of violation (hour, day, month).
- v) The Village reserves the right to request for additional reports including, not but limited to the operations of the cameras and finances relating to camera citations at any time through the life of the contract.

I) VILLAGE/POLICE REMOTE ACCEESS

- i) The Contractor's system software must allow web-based access to any authorized user regardless of location.
- ii) Each PC client supported by the contractor will possess the most current Windows Operating System.
- iii) Connectivity will be determined by connection with "real-time" processing of citations.
- iv) The contractor must supply within 15 days of contract execution a new (unused) high quality picture image color laser printer for printing and reproduction of citations to be installed in the Village Police Department office.
 - a) The printer and its maintenance and supplies (cartridges) are the responsibility of the Contractor.

- b) The printer must have online access to the contractor's core violation processing system and allow Village Police personnel to print violation notices remotely.
 - c) Village personnel with proper permissions must be allowed to review monthly reports and review/update violator account information online.
- v) The violation processing system must attach the electronic signature and ID number of the reviewing technician to the actual notice mailed to the violator. The system must allow Village personnel to review all relevant account information to include:
- a) The vehicle registration plate numbers and characters
 - b) The State of issue for the vehicle registration plate
 - c) The date of the violation event
 - d) The time of the violation event
 - e) The location of the violation event
 - f) All digitized images demonstrating the violation and tag close-up
 - g) Payment status
 - h) Hearing status
 - i) Flagging status
 - j) Correspondence tracking
 - k) Standardized monthly reports- ability to review and print
 - l) Collection Status
- vi) Authorized Village personnel shall have the ability to perform all functions, including, but not limited to:
- a) Download violation images for printing, mailing, or emailing to citizens or Village officials
 - b) Suspend activity on accounts until further research is completed in special circumstances
 - c) Approve/disapprove citations
 - d) View all scanned images received by the contractor
 - e) Search, view, update and print all citation and non-citation information
 - f) Violation Processing Operations
 - g) The Contractor must provide the Village with accessible technical support for system critical operations 24 hours per day and 7 days per week at no additional cost to the Village.
- vii) The Contractor must provide complete support during normal working hours of 8:00a.m. to 5:00p.m. (Eastern Standard Time) Monday through Friday, excluding holidays. The Contractor must be able to provide accessible technical support outside the normal working hours at no additional cost to the Village should the need arise.
- viii) The contractor will provide the Village Project Manager a cell phone with preprogrammed numbers for key employees/technicians, including the Program Manager responsible for the Village camera system who can be contacted after normal working hours if there is a malfunction or failure of the system.

- ix) Malfunctions, errors or failures with the contractor's system or personnel including servers, communication equipment, computer processing, printing, address/tag returns or other contractual related activity that results in the spoilage of valid citations will require the contractor to reimburse the Village the appropriate revenue related to each citation.
- x) The Contractor must provide on-site technical support services within 2 hours of a request by the Village on regular business days.
- xi) The Village observes the following holidays:
 - a) New Year's Day
 - b) Martin Luther King, Jr's birthday
 - c) President's Day
 - d) Memorial Day
 - e) Juneteenth
 - f) Independence Day
 - g) Labor Day
 - h) Veterans Day
 - i) Thanksgiving Day
 - j) Christmas Day
- xii) The Contractor shall provide dedicated and distinct personnel to preliminarily view all digital recorded event images and enter event data to include:
 - a) The vehicle registration plate numbers and characters
 - b) The State of issue for the vehicle registration plate
 - c) The date of the violation
 - d) The time of the violation
 - e) The location of the violation
- xiii) The Contractor's personnel shall view each image and make a preliminary decision whether it meets the Village's established criteria. If the Village criteria are not met, the representative must enter the appropriate Village explanation code. If the image appears suitable, the Contractor shall prepare the image for Village personnel verification and final approval and that the recorded image is a citable offense.
- xiv) In order to maximize program efficiencies, the Contractor's processing system must allow for image enhancements such as brightness, sharpness, etc.
- xv) The Contractor's personnel may adjust the third image by cropping, scaling, and appropriately adjusting the brightness, contrast, etc. to maximize the clarity of the registration plate.

- xvi) Once the Contractor's personnel have reviewed and deemed a citation as citable, Village Police will have final review and approval. If the citation is deemed not citable by the police reviewer, an appropriate rejection code will be attached.
- xvii) If approved by the Village, the Village employee's signature and ID number will be electronically attached and printed on the citation.
- xviii) The Contractor is responsible for all costs associated with the printing and mailing of all citations, warnings, late and collection notices.
- xix) The Contractor shall provide a daily reconciliation report of the number of citations the Village authorized and approved along with those that have been mailed by the Contractor.
- xx) The Contractor must provide adequate personnel to view, evaluate and process captured photo speed citations/images.
- xxi) All services provided by the Contractor associated with assessing, reviewing or processing of citations must be performed in a secured business location approved by the Village.
- xxii) The Contractor will provide dedicated personnel to perform all the requirements of the Village automated enforcement program.
- xxiii) The Contractor must provide additional or upgraded servers in the event that processing volume and daily operations impacts the daily approval operations of the Village. In no case will the electronic system processing cycle exceed 10 seconds.

J) SUPERVISORY FUNCTIONS

The Village must be able to perform the following tasks independent of the Contractor within the proposed processing system:

- i) Review citations rejected by the contractor or police personnel
- ii) Override rejected events
- iii) Review citations referred to the supervisor by subordinates or the Contractor's personnel
- iv) Review the status of work pending at each step
- v) Request ad hoc operational reports
- vi) Access real-time citation process information such as volumes, oldest violation dates awaiting process, outstanding name and address requests, etc.
- vii) Access violation images, whether issued or not, by date, time, and location

K) REGISTRATION RETRIEVAL

The Contractor at no additional cost to the Village must obtain registered owner information for the citable offense on identified registration plates for both in- state and out-of-state registrations.

- i) The Contractor is responsible for all name and address requisition.
- ii) The Contractor is solely responsible for accessing the necessary information needed to accurately identify violator information for both in-state and out-of-state captured violations.
- iii) The Contractor must adhere to all State laws governing the capture and times mandated for the issuance of a violation.
- iv) The registered owner's information will be entered by the Contractor's personnel into the processing system with the violation images.
- v) The Contractor must fully describe their proposed process for obtaining the name and address of the violator's registration plate, if and where this identical process is in place in other programs, the method and system utilized for registration plate look-ups, and the policy and procedures in place for initial "no-hit" returns.
- vi) All registration plates will be checked for stolen through NCIC (National Crime Information Center) prior to the mailing of citations. Include a detailed description on how the Contractor will accomplish the tag acquisition and stolen check tasks. Specify safeguards for ensuring accuracy of the information and how changes of address are handled.

L) NOTICES AND CORRESPONDENCE

The Contractor's proposed system must be capable of producing, customizing, changing and editing system notices at no cost to the Village and within five (5) calendar days when the Contractor is notified in writing or by email. The Contractor will imprint all envelopes with a barcode or other optical machine- readable representation of data reflecting the violator's address.

- i) First notices must be mailed within fourteen (14) days of the violation for Maryland registrations and thirty (30) days for out-of-state registrations.
 - i. The Contractor at no additional cost to the Village will prepare and print citations and warnings for all Village approved issuable offenses.
 - ii. All citations and warnings must be in accordance with the Village approved format.
 - iii. Printed citations shall include three color digitized violation images of a quality acceptable to the Village.
 - iv. Printed citations shall also include Maryland District Court approved language, the date and time of the violation, the location of the violation, the amount of the civil penalty imposed, a legend for reading the embedded violation data, and the date by which the civil monetary penalty shall be paid.

- v. Information shall also be included outlining payment options and instructions for viewing images on-line. The citation must include a portion or stub that may be returned with payment or to request a court date and a return envelope. The Contractor must mail law enforcement approved citations with return envelope by first class mail.
- vi. Printing, toner, paper, envelopes, postage and all other costs associated with issuing citations; warnings, first, second, collection and driver notices, as well as all other correspondence will be paid by the Contractor.
- vii. viii) Internet transactions will have an email component for electronic notification. This will allow for giving immediate notification of payment and transaction details through email.
- viii. The Contractor is responsible for sending follow-up notices to delinquent violators in the event of non-response after a Village specified time.
- ix. The Contractor's proposed violation processing system must have the ability to automatically track all violation account information including payments, scheduled hearings, notices mailed and logic to ensure follow-up notices are not sent to violators in error.
- x. Delinquent notices will inform the violator that the fine is past due and will include all information provided with the first notice including the three photographs.
- xi. The form and content, except for case-specific, of all correspondence generated by the Contractor's system must be approved in writing by the Village prior to production. The Contractor shall update all correspondence immediately upon written notification by the Village and at no cost to the Village. All case specific correspondence must be approved in writing by the Village prior to production.
- xii. Maryland law provides registered vehicle owners with the option of identifying the driver of the vehicle at the time of the violation through testimony in court or via a notarized statement. Driver notices are then sent to the identified offender.
- xiii. The Village requires additional standardized correspondence be sent to violators in response to certain actions or inquiries:
 - d) Flagging notice
 - e) Confirmation of stolen vehicle
 - f) Driver notice procedures
 - g) Administrative voids
 - h) Returned check notification
 - i) Paid in full correspondence
 - j) Collection notices and correspondence
 - k) Other forms or instructions deemed appropriate by the Village or the District Court of Maryland and Maryland law
- viii) xiv. The Contractor shall have an efficient method for responding to customer inquiries and complaints. All inquiries, whether by mail, telephone, web, or email, shall be documented and logged by the Contractor's personnel.
- ix) xvi. Contractor shall be image (scan) all correspondence into a remotely accessible software client within 2 business days of receipt. Contractor shall make all such correspondence part of the permanent citation record which may be viewed via the internet.

M) NIXIES

The Village requires that all undeliverable or returned mail be processed by the Contractor's personnel, logged to the applicable citation, or re-sent to any forwarding address. Barcodes will be automatically scanned into the Contractor's system and additional data added to the applicable citation. All work must be accomplished within 48 hours of the receipt of the returned mail. Nixie information will be reported to the Village on a monthly basis.

N) FLAGGING OF MARYLAND REGISTRATIONS

The Contractor shall flag Maryland vehicle registrations and coordinate flag releases in accordance with current MVA policies.

The Contractor must provide and mail timely notification informing citizens whose vehicles have been flagged. All notices must be tracked and recorded in the proposed system. The Contractor must provide a seamless and comprehensive transition of all existing data to a new system. During the transition period, the Contractor is responsible for the entire conversion as well as all equipment and personnel needed to complete the transition of data.

O) DELINQUENT COLLECTIONS

The Contractor must conduct and provide the following collection services:

x) Special Collection Notices:

- l) Accounts will be deemed delinquent if unpaid within thirty (30) days after the mailing of the second notice for violations by non-Maryland residents and thirty (30) days after the mail date of the registration hold notice for violations by Maryland residents.
- m) Once accounts are delinquent, Contractor will initially pursue the accounts using an escalating stream of notices.
- n) All language in the notices to be issued by Contractor is subject to approval by the Village and must comply with all Maryland and federal laws.
- o) The Contractor and Village will work together to develop a frequency and content of collection letters and notices will be customized to meet the specific needs of the Village and will include a Village-defined dispute resolution process.

P) AUTOMATED SKIP TRACING

Contractor must use an interface with the National Change of Address database or equivalent to obtain updated address for those currently marked as undeliverable. Contractor may also use expanded databases, such as Choice Point or DCS as it deems appropriate.

Q) MAIL AND PAYMENT PROCESSING

The Contractor is responsible for processing all payments received by the Village's enforcement program at no additional cost to the Village.

**Automated Traffic Enforcement
Chevy Chase Village**

- a. The Contractor must have the capability to handle all camera violation payments related to this contract made in person at the Contractor's locations, Chevy Chase Village locations, electronically paid on-line, electronically paid by telephone through an interactive voice response system (IVR) available 24/7, and mailed into a contractor owned, Village approved lock box, to include the daily depositing and reconciliation of all receipts.
- b. The Contractor's system must be integrated with two (2) levels of control, audit, and redundancy, to ensure the accurate and timely receipt, processing and updating of mailed payments.
- c. The Contractor shall describe its procedures for processing payments in detail to include:
 - i. Method for receipt of payments and database applications
 - ii. Ability to apply payments by source: cash, check, money order, credit card, etc.
 - iii. Ability to handle electronic reimbursement
 - iv. Verification of check amounts
 - v. Batch reconciliation and file update
 - vi. Payment imaging
 - vii. Bonded courier service from lockbox pickup, from customer service center and Automated Traffic Enforcement center, and to financial institutions.
 - viii. Accepting partial payments
 - ix. Return of payment process: fraudulent payments, second party checks, etc.
 - x. Processing exception payments
- d. The Contractor is required to accept all returned payments due to insufficient or inaccurate information for research and make the appropriate adjustment in the Contractor's system.
- e. The Contractor must describe their experience in reconciling and researching payment accounts.
- f. The Contractor is required to deposit into the designated Village bank account, once each 24 hours during normal banking days, and an amount equal to the gross receipts of the current day's revenue received.
- g. Payments deposited must be applied to the Contractor's database every day and available for online review within 24 hours of deposit/update.
- h. The Contractor shall provide procedures for handling payments received that require additional investigation and research. These procedures must include, but are not limited to:
 - i. Overpayments
 - ii. Unapplied payments
 - iii. Returned checks

R) PAYMENT IMAGING

The Contractor is required to provide payment imaging to include:

- i. The imaging of each payment
- ii. Imaging of remittance stub/information
- iii. Associated payment correspondences
- iv. Certified mail receipt

- i) The images must be provided in an easily retrievable and searchable database or made available through the Contractor's core database and made accessible to the Village's designated employees

S) ELECTRONIC PAYMENT PROCESSING

The Contractor must provide the option of making credit card payments via a secured Internet (pay-by-web, electronic check transfer) site, and by telephone, using an automated pay-by-phone system. The Contractor's system must provide the payee with both electronic email confirmations to be sent to the payee's provided email address, and the capability for an immediate printable confirmation.

The Contractor must allow violators to walk into payment sites located in Montgomery County to satisfy citation payments under the Village's program.

T) CORRESPONDENCE MAIL PROCESSING

The Contractor must provide adequate staffing to open; count, batch, log, review, and process pay and correspondence letters received each day.

Ninety percent (90%) of all correspondence received must be processed within one (1) working day of receipt, with the remaining ten percent (10%) processed within two (2) working days.

Describe the method that will be installed that logs and tracks all correspondences. A weekly electronic system report must be made available to the Village to determine workload efficiency.

Staff must be cross-trained and experienced in all facets of correspondence submission requirements to ensure coverage during heavy volume periods. Appropriate supervisory staff shall be assigned to all operational departments.

The Contractor is responsible for generating out-going correspondence and providing detailed descriptions for each letter type.

The Contractor must provide a correspondence imaging system that ensures that all correspondence received is electronically scanned and available for customer service staff and Village adjudicators. Imaging system must be browser-based allowing for authorized Village personnel access to correspondence from any workstation.

The mail processing facility must be equipped with thorough physical security features to include: cameras, pass-key door lock systems, sprinkler system, etc.

The core processing system must have the ability to identify, segregate, process and independently issue specialized citations at the Village's direction (i.e. citations issued to emergency vehicles)

U) HEARING REQUIREMENTS

The Contractor's system must be capable of scheduling hearings, and providing the Village with a turnkey adjudication processing service support. The system must be able to track court dates, dispositions, and initiate follow-up notices as required.

- a. The Contractor must prepare court packages for every scheduled hearing.
- b. Hearing evidence packages shall be submitted to the Maryland District Court in Rockville, Maryland and one week prior to the scheduled court date. Court packages will consist of, at a minimum:
 - i. Large digital image of the first violation photograph
 - ii. Large digital image of the second violation photograph
 - iii. Digital image of the license plate tag
 - iv. Field service technician log indicating the good working order of the camera system at the time of the violation
 - v. A court disposition sheet
 - vi. Any written correspondence received from the violator
 - vii. Any additional information requested by the court or its representative

V) HEARING SCHEDULE

- a. The system must allow the Village to select court dates at least three (3) months in advance.
- b. The system must schedule hearings, issue notices, and prepare a judge's disposition sheet along with two (2) docket summaries.
- c. The Contractor shall process all requests for the "transfer of liability" submitted from the District Court in accordance with Maryland Law. The Contractor shall submit them to the Village for approval within 5 days of notification and re-issue citations to newly identified violators within 3 days of Village approval.

W) HEARING TESTIMONY

The Contractor shall provide at its own expense (when requested by the Village), witness (es) as necessary to testify as to the accuracy, method of operations, and reliability of the photo speed cameras and related equipment for all contested complaints. Additionally, other materials may be developed to present relevant information about the program to the court or citizens who appear for a hearing.

X) CUSTOMER SERVICE REQUIREMENTS

The Contractor shall establish a Customer Service Center to be located within Montgomery County. All customer services must be provided out of the Customer Service Center. Describe the automated tools available for customer services representatives to:

- a. Review account data and violation images
- b. Send automated correspondence
- c. Suspend account activity as appropriate
- d. The Village requires that an Interactive Voice Response system (NR) be implemented to handle caller 24-hours per day. The Contractor is further required to provide initial customer support for these lines.
- e. The Contractor shall provide to the Village on a weekly basis, an IVR system generated report detailing all the call activity received by the program. The report must include: all call times, hang-ups and wait times for each call received.
- f. The scope of Customer Services shall be for the Contractor to provide:
 - i. 24-hour up-to-date citation information and accept payments via telephone.
 - ii. A complete information package available on the Internet and by print.
 - iii. During the hours of operation, 8:00 am to 5:00 pm EST, Monday through Friday, there will be live customer service operators available.
 - iv. The Contractor will service all customer calls within 2 minutes during business hours.
 - v. An electronic mailbox will be monitored and all inquiries must be responded to within three business days of receipt.
 - vi. Customer Service operators must be able to process payments, requests for court, and inquiries, by phone, mail, and email. Hours shall comply with section 2, f (ii) and (iv).
 - vii. Customers who walk into the Contractor's offices must be provided the opportunity to make payments, request court dates, view violation images, and obtain a registration release.
 - viii. Email or other electronic correspondences must be logged and maintained within the same tracking system. All email correspondence must be responded to within one day of receipt.
 - ix. All customer calls and correspondence must be logged and tracked within the proposed management system.
 - x. The Contractor's Customer Service must continue to provide service for this entire contract term and ensure that all incoming calls are automatically forwarded to the Village or the successor contractor following expiration of the contract.
 - xi. Upon conclusion of the contract the Contractor must ensure that all incoming correspondence is forwarded to the Village for processing.
 - xii. The Customer Service Center Manager or other designated employee of the Contractor will be required to work effectively with the Village Project Manager and must promptly address issues identified by the Village Project Manager. The Contractor and its designee shall make every effort to work with the Village in resolving citizen inquiries or complaints concerning the use of enforcement

- technology between the hours of 8:00a.m. and 5:00p.m. EST, Monday through Friday, excluding legal holidays.
- xiii. The Contractor shall assist in establishing clear written protocols to be approved by the Village for handling citizen contacts. The Contractor will provide sufficient personnel to support customer service which will be conducted within the Contractor facility located within Montgomery County.
 - xiv. A customer service number must be provided in the information text on the citation. All incoming calls to the toll free 800 number should be answered or rolled into voice mail by the fourth ring.
 - xv. The Contractor must have demonstrated experience in establishing, staffing, and operating a customer service operation with trained customer service representatives to handle the call volumes and citizen questions about the Village program or a particular traffic citation.
 - xvi. To provide the highest quality customer service, the Village requires the Contractor to have an Automatic Call Distribution (ACD) system integrated with its customer services. The ACD system will ensure that callers are attended to in a timely manner, calls can be logged and tracked and can produce daily/weekly monthly statistical reports for program management and reporting.

Y) TRAINING REQUIREMENTS

The Contractor shall provide necessary training in the operation of the camera systems for appropriate Village staff. The training will provide Village personnel with a basic understanding of how the processing system operates and provide Village personnel with any and all necessary certifications as approved by the Village. This will be accomplished at no cost to the Village.

The Contractor shall provide in-depth training on the use of the Contractor's violation processing system to police employees and others who make use of the system.

The training will be conducted within the Village at a time that is convenient for Village personnel.

The Contractor will provide training to Village management staff on supervisory functions and report generation.

The Contractor shall provide an operator manual or instruction booklet on the Contractor's operating system for each trained Village employee.

Z) PUBLIC INFORMATION AND EDUCATION

The Contractor shall be required to participate in an ongoing public awareness campaign, satisfactory to the Village to provide awareness to residents and visitors of Chevy Chase Village. In addition, the Contractor may be required to attend public meetings and assist Village Police and any other Village staff in providing demonstrations.

The Contractor will assist the Village with development of program information on the Village website. The information will include diagrams, graphics, sample images, and relevant links. Additionally, the information will include FAQs.

The Contractor will be distributing public awareness information through the use of inserts with the citations. The Village will assist with the development of the information and will approve any proposed inserts. The printing and mailing will be the responsibility of the Contractor.

The Contractor shall provide examples of automated enforcement community awareness campaigns it has participated in.

AA) SERVICE LEVEL REQUIREMENTS

The accuracy of the data entry by Contractor personnel shall result in less than 2% error as determined by Village personnel.

The Contractor must provide the Village monthly reports detailing how this operational criterion is reached.

Contractor must complete all work necessary to review, process to include but not limited to requesting vehicle and contact information from a violator's respective Motor Vehicle Administration no more than 5 business days of the receipt of each image from the camera system.

Contractor shall open and process all received correspondence within one business day of receipt. The Contractor will further provide regular monthly system reports validating this requirement.

Contractor shall guarantee that all payments are fully processed on the same day of receipt. All payments must be imaged, indexed and accessible within the Contractor's system within one business day of receipt.

Contractor shall maintain less than 3% lost or dropped call-rate per month. A monthly report shall be provided to the Village detailing all program call activity received through the system's IVR.

ATTACHMENT C

Sample Contract

CONTRACT FOR SERVICES

This Contract for Services (“Contract”) made this ___ day of _____, 2022, by and between CHEVY CHASE VILLAGE, a municipal corporation organized and existing under the Laws of Maryland, hereinafter referred to as the "VILLAGE", and _____ hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the Contractor and the Village are collectively referred to herein as, the “Parties”

WHEREAS, the Village desires to obtain services as more specifically described in the specifications identified as Exhibit 1 and attached hereto; and

WHEREAS, the Village desires to retain the services of the Contractor to perform said services in accordance with the terms and conditions set forth herein; and

WHEREAS, the Contractor desires to provide these services to the Village.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to perform the work described in, and be bound by, the terms and conditions set forth in the specifications identified and attached hereto as Attachment B (the “Scope of Work”) and incorporated herein by reference, provided, however, that in the event any terms or conditions of the Scope of Work conflict with this Contract, the terms and conditions of the Contract shall prevail.

2. CONTRACT TERM. The work under this Contract shall be performed from January 1, 2023 to December 31, 2025. After the initial term, this Contract may be extended at the sole discretion of the Village for up to two (2) additional consecutive one (1) year terms. The Contractor shall be paid in accordance with the compensation as set forth in the Contractors submitted proposal (Exhibit 2). Time is of the essence as to the Contractor's performance hereunder.

3. COMPENSATION. The Village agrees to pay to the Contractor in accordance with the Contractors submitted Bid Sheet (Attachment D) for performance of the entire contract work. The contract price for each line item listed on Attachment D shall be adjusted annually on July 1 to reflect any increase or decrease in the Consumer Price Index for all urban consumers for the Washington- Baltimore metropolitan area (“CPIU”) during the period measured from the January of the prior contract year to the January of the current contract year (e.g., the change in the CPI-U from January 2022 to January 2023 would apply to the contract prices for the year starting July 1, 2023).

The Village shall pay the Contractor upon invoice submitted by Contractor at the end of each month's work. No invoice shall contain a charge for any work that has not occurred. Payment shall be made by the Village within thirty (30) days of receipt of an invoice from the Contractor, unless a longer period is provided in the Scope of Work.

The parties agree that a state of emergency exists in Maryland due to the COVID-19 pandemic which can impact the cost of the Services. Expected costs that may be incurred by Contractor due to the need for social distancing, personal protective equipment, additional office facilities and cleaning are included in the bid.

4. **LICENSES AND PERMITS.** The Contractor will be responsible for obtaining any and all licenses and permits pertaining to performance of work under this Contract. The Contractor shall possess and keep all licenses and permits valid for the entire duration of the term of the Contract or any renewals thereof and promptly provide evidence of such renewals to the Village as appropriate.

5. **CAPACITY TO PERFORM.** The Contractor, by executing this contract, represents that all equipment necessary for providing the described services is in working order, that materials needed are now in stock or will be available so as not to delay timely performance, and that all personnel needed are available or will be available by the date work is to commence.

The Contractor must provide the Village four (4) photo speed systems and two Wrong Way Enforcement systems in accordance with Attachment B hereto. The cameras and systems in operation, inclusive of the Contractor's back office processing services, must enable the Contractor to deliver a Monthly Prosecutable Issuance Rate of at least 90% for speed violations. As used herein, Monthly Prosecutable Issuance Rate means the number of speed violations captured in the applicable month that are issued divided by the total number of violations captured in the same month less uncontrollable events as defined below. The "uncontrollable events" listed below do not count against the Contractor in calculating the Monthly Prosecutable Issuance Rate:

- a) Car Obstructed
- b) Dark Environment (Improperly Lit Environment)
- c) Diplomat tag
- d) Emergency Vehicle with emergency lights operating
- e) Error by Village Employee (Non-Contractor errors only)
- f) Glare on Plate
- g) Inclement Weather – PD
- h) Missing Plate

- i) Multiple Vehicles
- j) MVA/DMV Vehicles Match Failure
- k) No DMV Record found
- l) No violation
- m) Not Issued; multi-violation (per the Village's Business Rules)
- n) No Rear Plate
- o) Obstructed Plate
- p) Paper/Dealer plate
- q) Plate Damaged
- r) Rejected by the Village for other reasons
- s) Rental Vehicle
- t) Stationary Object Not Visible
- u) Stolen vehicle/tags
- v) Tractor Trailer
- w) Unidentifiable Characters – PD
- x) Vandalism
- y) Wrong Enforcement Speed

If the Contractor fails to meet the required Monthly Prosecutable Issuance Rate of at least ninety percent (90%) for speed violations for any month, the compensation shall be reduced or liquidated damages paid by Contractor as outlined in paragraph 37 of this Contract.

6. **INDEPENDENT CONTRACTOR.** The Contractor shall perform approved services under this Contract as an independent contractor and shall not be considered an agent of the Village nor shall any of the Contractor's employees or agents be subagents of the Village.

7. **INSURANCE.**

a. Contractor will purchase and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the Village as an additional insured, with the exception of the workers compensation insurance.

i. Comprehensive General Liability Insurance:

- (1) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$1,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

ii. Automobile Liability Coverage: Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)

iii. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the Village under this Agreement. Copies of the certificates of insurance for all required coverage shall be furnished to the Village within five (5) business days following the execution of this contract and prior to commencement of any work. The Village shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Village's immunities or any damage limits applicable to municipal government as provided by law.

b. The Contractor shall also furnish to the Village a Certificate of Insurance in like amounts naming the Village as an additional insured for any approved sub-contractor prior to commencement of work in the Village.

c. All accidents resulting in injury to or death of persons or damage to property of others arising out of the performance, or suits instituted against the Contractor and/or Village arising out of such accidents shall be reported promptly to the Village Project Manager. So much of the moneys due or to become due the Contractor under this Contract, as may be

considered necessary by the Village shall be retained until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect is furnished to the Village.

8. **OTHER PAYMENTS; EXPENSES; TAXES.** The Village will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Village shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Contract except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent contractor of the Village, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the Village for any and all fees, costs and expenses, including, but not limited to, attorney's fees incurred thereby. The Village is a non-taxable entity. No sales tax is to be charged by the Contractor to the Village municipal government for supplies or materials furnished in the performance of work under this Contract. State of Maryland Sales Tax Exemption Certificate No. 30042148, a copy of which is available to the Contractor.

9. **PERSONNEL, EQUIPMENT AND MATERIALS.** The Contractor shall furnish the necessary supervision, crew(s), the specified equipment and all materials and/or supplies, as may be required for efficient and safe execution of the services. Precaution shall be exercised at all times for the protection of persons and property in the Village. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, as published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable laws and regulations.

The Contractor shall, upon receipt of written notice from the Project Manager that he has not satisfactorily complied with the foregoing requirements, promptly take such measures and provide such means and labor to comply therewith as the Project Manager may reasonably direct. The Contractor shall not be relieved of his obligations under the Contract by any such notice or directions given by the Project Manager, or by his neglect, failure or refusal to give such notice or directions. In case the Contractor shall not comply with any order with respect to guarding the Work, or public and private properties, within 24 hours of receipt of written notice from the Project Manager, the Project Manager may provide the required protection and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract Documents. The Contractor shall not be relieved of his obligations under the Contract

Documents by any such action of the Project Manager.

10. **ENGLISH LANGUAGE.** The Contractor shall appoint one or more crew members or supervisors to act as liaison with the Village and emergency service personnel. All liaisons shall be fluently bi-lingual in English and the Contractor's and/or sub-contractor's employees' language(s) and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

11. **TELEPHONE NUMBERS.** The Contractor shall furnish the Village with the name and telephone number of the Contractor or of a representative who can be reached at such number during the business days and an emergency number where a representative can be reached at night or on weekends and holidays.

12. **MATERIALS.** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the specifications, the Contractor shall abide by specific manufacturer instructions and recommendations on use and operation.

13. **SUBCONTRACTING.** None of the services covered by this Contract shall be subcontracted without the prior written consent of the Village. Any request for consent to subcontract any portion of the work shall include: 1) a description of the work to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the qualifications of the subcontractor. The Contractor shall be as fully responsible to the Village for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor. There shall be no contractual relationship between the Village and any subcontractor. The Contractor will require all subcontractors to have in effect at all times the same insurance coverage required herein for the Contractor for negligent acts, errors, and omissions of subcontractors and their employees and the Village shall be named as an additional insured.

14. **ASSIGNMENT.** This Contract shall be binding and inure to the benefit of all successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, the Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Village which may be withheld in the Village's sole discretion. The Contractor shall not assign any monies due or to become due to him hereunder without the prior written consent of the Village.

15. **CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

16. **STANDARDS OF WORK.** Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to insure that the work

performed under this Contract is completed in the best way and in the most expeditious and economical manner consistent with the Village's best interests. All services shall be performed in a neat and workmanlike manner by trained and experienced personnel.

17. **ACCEPTANCE AND PAYMENT.** The Village will inspect all work in the performance under this Contract for compliance with specifications and in satisfactory condition. Except as provided elsewhere herein or in any addendum hereto, after the work is accepted by the Village, the Contractor shall submit a request for payment.

Acceptance by the Contractor of monthly payment shall operate as a release to the Village and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the work under the contract during that month.

18. **INVOICES.** Requisitions for payment shall include a complete description of the services rendered and materials supplied by the Contractor, providing the dates services were rendered.

19. **ACCURATE INFORMATION, ACCOUNTING AND AUDIT.** The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the Village. The Contractor certifies that all information provided in response to the invitation for bids or that will be provided to the Village is true and correct and can be relied upon by the Village in awarding, modifying, accepting services, making payments, or taking any other action with respect to this contract. Any false or misleading information is a ground for the Village to terminate the Contract and to pursue any other appropriate remedy.

The Contractor certifies that its accounting system conforms to generally-accepted accounting principles, is sufficient to comply with the Contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

20. **TERMS AND CONDITIONS.** The terms and conditions of this document govern in the event of a conflict with any terms of the Contractor's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless the same is accepted in writing.

Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

21. **DELIVERY.** All time limits are of the essence. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.

22. **DELAYS/EXTENSION OF TIME.** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the Village, or any employee of the Village or by a separate Contractor employed by the Village, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the Village, the Village

shall decide the extent of any delay and completion time shall be extended for such reasonable time as the Village may decide, in its sole discretion.

All claims for extensions must be in writing sent to the Village within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes itself to have suffered. If statement is not received within the prescribed time, the claim shall be forfeited and invalidated.

23. **TERMINATION FOR CAUSE.** If the Contractor fails to deliver any of the supplies, materials or services in a timely manner, abandons the work under the contract, fails to correct defective work or persistently fails to carry out its work in accordance with the Contract documents, or if the Village Project Manager shall be of the opinion that the performance of the work is unnecessarily or unreasonably delayed, or that the Contractor is executing the Contract in bad faith, the Village, by written notice, may order the Contractor to stop the entire work, or any portion thereof, until the cause for such order has been eliminated. Should the Contractor fail to correct such default, or provide an explanation satisfactory to the Village within five (5) business days after receipt of such notification, the Village may terminate the contract. If the Contract is so terminated, the Village may take over the performance of the work by contract or otherwise and the Contractor shall be liable to the Village for any cost incurred by the Village thereby. Such costs shall be deducted from any funds that may otherwise be due to the Contractor.

24. **TERMINATION FOR CONVENIENCE.** The performance of work or services under this Contract may be terminated in whole or part, upon five (5) business day's written notice when the Village determines, in its sole discretion, that such termination is in its best interest. The Village shall be liable only for those goods and services satisfactorily furnished and completed prior to the effective date of such termination.

25. **SUSPENSION OR STOPPAGE OF WORK.** The Village shall have the authority to suspend work of the Contractor, wholly or in part, for each period or periods as it may deem necessary due to unsuitable weather or such other conditions considered unfavorable for proper performance of the work, or for such time as is necessary to avoid interference with other Village affairs.

The Contractor shall not suspend or stop work which has been ordered by the Village without first obtaining proper authority to do so.

26. **CHANGES IN SCOPE OF WORK.** The Village, without invalidating the Contract, may order written changes in the work consisting of additions, deletions or modifications of the services covered in this Contract sum and time being adjusted accordingly. All such changes shall be authorized in writing by the Village Project Manager.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the Village from a change in the work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon. Such work must be authorized, in writing, by the Village Project Manager prior to starting extra work.

The Village Project Manager shall have authority to order minor changes in the work not involving an adjustment to the Contract sum or extension of time and not inconsistent with the intent of the Contract documents. Such changes shall be effected by a written change order.

27. **INTERPRETATION.** Any questions concerning conditions and specifications shall be directed in writing to the Village Project Manager. No interpretation shall be considered binding unless provided in writing by the Village Project Manager. The execution of this Contract shall be prima facie evidence that the Contractor thoroughly understands the terms and specification.

The Contractor shall not take advantage of any error or omission in the specifications. The Village shall make such corrections and interpretations as may be deemed necessary and such decision shall be final.

28. **GUARANTEE.** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Village before final payment is made. The Contractor guarantees that the items conform to the design and specifications referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent. The Contractor guarantees that to the extent that the Contractor knows, or has reason to know, of the purpose for which the items are intended the items are fit for such purpose. The guarantee contained herein shall run to each official user and shall remain in full force and effect for two years after initial delivery and acceptance to the Village.

29. **DEFECTIVE SUPPLIES/SERVICE.** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor.

If the work shall be found to be defective or damaged before completion of the work and final acceptance by the Village, the Contractor shall make good such defect in a manner satisfactory to the Village, without extra compensation even though said defect or injury may have not been due to any act or neglect of the Contractor.

30. **LEGAL REQUIREMENTS.** All materials, equipment, supplies and services shall conform to applicable federal, state, and local laws and regulations.

31. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws relating to discrimination in employment.

32. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with all federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold harmless the Village, and all of its officers, agents and

servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor, the Contractor's agents or subcontractors. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance, and/or regulation and this Contract, the Contractor will so advise the Village and the Village will decide which law, ordinance, and/or regulation shall be followed.

33. **DAMAGE TO PROPERTY.** The Contractor shall be responsible for any damage to public and private property caused by the Contractor, its agents, employees, or subcontractors in the course of the performance of this Contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner or the Village.

34. **AUTHORITY OF THE VILLAGE MANAGER IN DISPUTES.** Any dispute concerning a question of fact arising under the Contract shall be decided by the Village Manager who shall notify the Contractor in writing of the Manager's determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the Contract signed by the Village and the Contractor. The decision of the Village Manager may be appealed to the Village Board of Managers in accordance with Section 24-41 of the Village Code.

35. **ENFORCEMENT.** If, at any time, the Contractor is in default of any of its obligations under this Contract, the Village shall be entitled to all costs, including reasonable attorney's fees, incurred in securing the performance of any obligations under this Contract and/or in prosecuting a claim for damages arising from the Contractor's default.

36. **INDEMNIFICATION OF THE VILLAGE.** The Contractor shall indemnify and save harmless the Village, its representatives, agents, and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demands for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or wrongful act or omission, or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors.

37. **NO LIMITATION OF LIABILITY.** The mention of any specific duty or liability of the Contractor in any part of these specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

38. **MISCELLANEOUS PROVISIONS.** Duties and obligations imposed by the Contract documents and the right and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated. The failure of the Village to enforce any provision of this Contract shall not be construed as a waiver or limitation of the Village's right to subsequently enforce and compel strict compliance with every provision of this Contract.

The Contractor shall not be permitted to do any work which will require the services of any Village employee, official, or agent on Village holidays, Saturdays or Sundays unless otherwise authorized by the Village Project Manager.

39. **CONTRACT DOCUMENTS.** This Contract and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents and are binding upon the Contractor:

- a. Attachment B – Scope of Work
- b. Attachment D – Contractors Submitted Bid Sheet dated _____
- c. Required affidavits and certifications
- d. Certificate of Insurance

40. **GOVERNING LAW.** This Contract is executed in the State of Maryland and shall be governed by Maryland law without regard to its conflict of laws provisions. The Contractor, by execution of this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract and further consents to venue in Montgomery County, Maryland.

41. **MODIFICATION.** This Contract may be modified only by written instrument signed by both parties hereto.

42. **NOTICES.** Any written communication, and any communication, notice, or order required by the Contract Documents to be in writing, may be served by personal delivery or sent by certified mail, with proper postage affixed and return receipt requested, by electronic transmission with receipt, by facsimile transmission or by overnight delivery carrier to the parties at the following addresses:

TO VILLAGE: Chevy Chase Village
 Attn: Shana Davis-Cook, Village Manager
 5906 Connecticut Avenue
 Chevy Chase, Maryland 20815

TO CONTRACTOR: _____

43. **ENTIRE CONTRACT.** This Contract, including the exhibits attached hereto, constitutes the entire Contract between the Village and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises not contained herein.

44. **TIME OF ESSENCE.** The Contractor acknowledges that time is of the essence in providing the services under this Contract.

45. **SEVERABILITY:** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

46. **PROJECT MANAGER.** For the purposes of this contract, the Village Project Manager shall be Ellen Sands, Director of Municipal Operations, 5906 Connecticut Avenue, Chevy Chase, Maryland, 20815 - (301) 654-7300 or such other person as may be designated by the Village Manager.

47. **WAGE RATES.** Effective July 1, 2022 through June 30, 2023, the minimum wage rate payable to contractor and sub-contractor employees performing work under this Contract is \$15.65 per hour. The hourly wage rate payable to contractor and sub-contractor employees performing work under this Contract shall be adjusted on July 1 of each year of the initial and extended contract term, beginning July 1, 2022, by the annual average increase, if any, in the CPIU, or any successor index, for the previous calendar year, as certified by the Chief Administrative Officer for Montgomery County pursuant to Sec. 11B-33A of the Montgomery County Code. The Contractor must submit a Wage Requirement Payroll Report on a yearly basis, beginning on July 1, 2023, for each year of the Contract and at Contract completion. The standard report form and instructions will be provided by the Village.

48. **ERRONEOUS VIOLATIONS.** If more than 5% of the violations in a calendar year are erroneous violations as defined in §21-809 of the Transportation Article, Annotated Code of Maryland, then Contractor shall be subject to liquidated damages for each erroneous violation equal to 50% of the fine amount for the erroneous violation, plus any reimbursements paid by the Village. The Village may cancel this Agreement if Contractor violates this Agreement by submitting erroneous violations, as defined in §21-809 of the Transportation Article, Annotated Code of Maryland, to Village that exceed a threshold of 10% or violates the law in implementing the contract.

49. **THIRD PARTY BENEFICIARY.** This Agreement is entered into solely for the benefit of the City and the Consultant. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

50. **EXECUTION OF AGREEMENT.** This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature will have the same effect as an original signature.

IN WITNESS WHEREOF, the Village and the Contractor have executed this Contract under seal as of the date first written above.

CONTRACTOR:

CHEVY CHASE VILLAGE

By: _____ (SEAL)

By: _____ (SEAL)
Shana Davis-Cook, Village Manager

Approved as to form and legal sufficiency:

Suellen M. Ferguson, Village Counsel

ATTACHMENT D

Bid Sheet

TO BE SUBMITTED WITH BID

BID SHEET

Having carefully examined the Invitation for Bids, Instructions to Bidders, Scope of Work, the proposed Contract and addenda, and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sums of:

Bids must be received electronically by John Fitzgerald, Chief of Police:
john.fitzgerald2@montgomerycountymd.gov
by 2:00 p.m. Thursday, August 4, 2022

Automated Traffic Enforcement Services:	_____	per month
Monthly Rental Fee, per camera	_____	per month
Monthly operation Wrong Way Warning System	_____	per month

The following Terms and Conditions apply to the bid / contract:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this bid.
- B. The Bidder/Contractor **shall** quote all prices, in both word and figures. In case of a discrepancy between the written words and the figures, the written words shall govern.
- C. It is understood that the proposal price will be firm for a time period of one hundred eighty (180) calendar days from the bid opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation.

Federal Employer Identification Number
(Or Social Security No. if no FEI No.)

Individual Principal

Firm Name

In Presence of Witness:

Signature

Address

Telephone Number

Co-Partnership Principal

Firm Name

In Presence of Witness:

Signature

Address

Telephone Number

_____ as to

Partner

_____ as to

Partner

_____ as to

Partner

Corporate Principal

Name of Corporation

Address

Telephone Number

Fax Number

Attest:

Corporate Secretary

President

Printed or Typed Name

AFFIX CORPORATE SEAL

Affirmation of Proposal

The Bidder represents, and it is a condition precedent to acceptance of this proposal, that the Bidder has not been a party to any agreement to submit a fixed or uniform price.

Witness:

Signature of Officer

Title

SUBSCRIBED AND SWORN TO before me, a Notary Public of the State of _____
_____, County or City of _____ this ____ day of
_____ 2022.

SEAL

Notary Public

Commission Expires

ATTACHMENT E

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

_____, being duly sworn on oath, deposes and says:

That he/she is the _____
(Owner, Partner, Title if on behalf of a Corporation)

of _____,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

_____(SEAL)

ATTACHMENT F

Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses

TO BE SUBMITTED WITH BID

**AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE
PRETENSES**

I hereby affirm that:

1. I am the _____ (Title) and duly authorized representative of

_____ (Name of Business Entity) whose address is

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.
6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of

false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws

of any state or federal government, based upon acts committed after July 1, 1981.

7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to Chevy Chase Village under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Chevy Chase Village may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Village.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

Date

Signature

Printed Name

AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

- (1) I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- (2) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
- (3) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
- (4) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
- (5) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have debarred or suspended under this subtitle
- (6) State “none” or, as appropriate, list any conviction, plea or admission described in Paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to Chevy Chase Village, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Chevy Chase Village may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Village.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

Date

Signature

Printed Name

ATTACHMENT G

Wage Requirement Certification

Wage Requirements Certification

Each Contractor and subcontractor must certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance.

An employer must comply with the Village’s wage requirements during the initial term of the Contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The Village will inform the contractor of the adjustment to the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.

The Contractor must submit a Wage Requirements Payroll Report on a yearly basis, for each year of the Contract and at Contract completion. The standard report form and instructions will be provided by the Village.

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Provide in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the Montgomery County Wage Requirements Law:

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

I, _____, do hereby certify that _____, and any and all of its subcontractors that perform services,

(Name of Bidder)

if awarded the contract with the Village, will pay the minimum wage as calculated by the Village pursuant to Section 11B-33A of the Montgomery County Code.

Authorized Signature			Title	
Typed/printed name			Date	

ATTACHMENT H

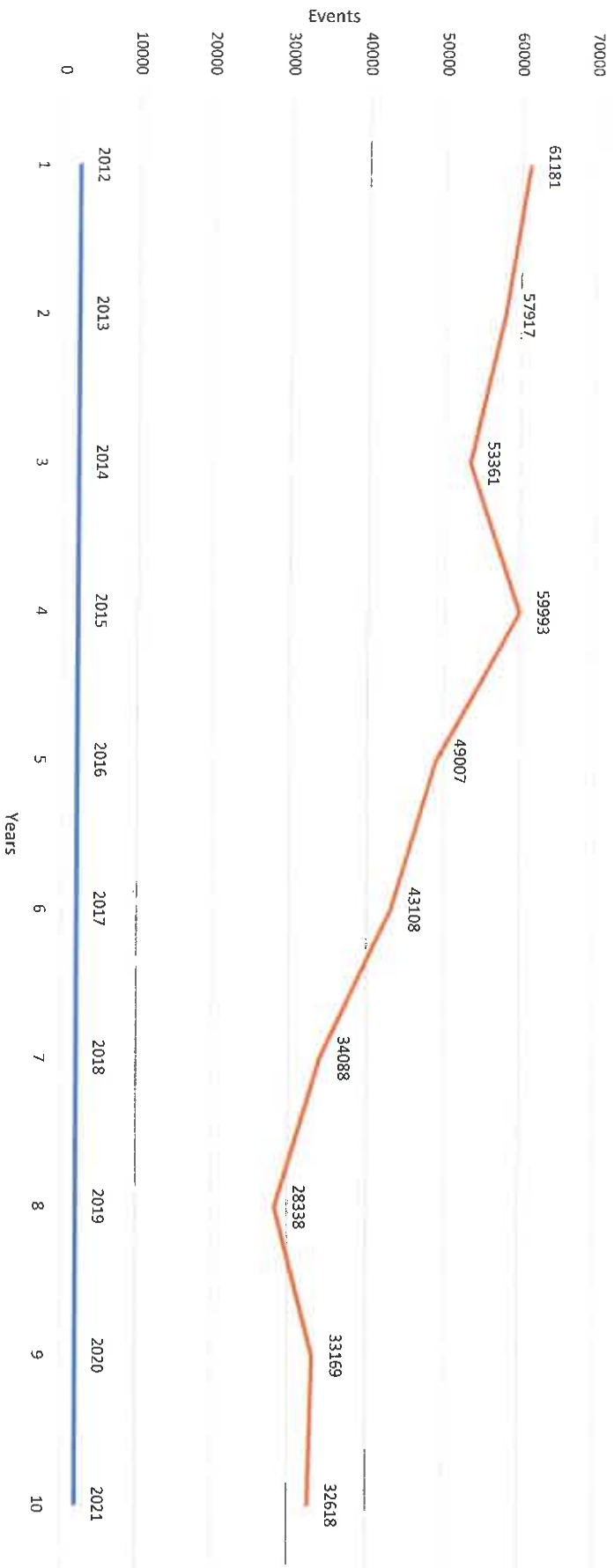
Map of Chevy Chase Village

ATTACHMENT I

10 Years of Data

Camera Events 2012-2021
Mailed Citations 2012-2021

Camera Events - 2012 through 2021



Mailed Citations 2012 through 2021

