

CITY OF SEAT PLEASANT



REQUEST FOR PROPOSAL (RFP)

NO. P25-0001

AUTOMATED ENFORCEMENT PROGRAM

**6301 ADDISON ROAD
SEAT PLEASANT, MARYLAND
20743**

**ISSUE DATE: JANUARY 14, 2025
PROPOSAL CLOSING DATE: FEBRUARY 17, 2025**

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Table of Contents

1	Introduction	4
1.1	Summary Statement	4
1.2	Proposal Closing Date	4
1.3	Questions and Inquiries	4
1.4	Proposal Acceptance.....	5
1.5	Term of Contract	5
1.6	Price Escalation	5
1.7	Duration of Proposal Offer.....	5
1.8	Notice to Offerors	5
2	General Information.....	5
2.1	Economy of Preparation/Incurred Expenses.....	5
2.2	Addenda to the Request for Proposal.....	6
2.3	Tax Certification and Good Standing.....	6
2.4	Taxpayer Identification Number and Certification	6
2.5	Subcontracting	6
2.6	Evidence of Subcontracting.....	6
2.7	Confidentiality / Proprietary Information.....	7
2.8	Allowance of In-Housework	7
2.9	Provisions for Other Agencies	7
2.10	Withdrawal of Proposal	7
2.11	Formation of Agreement / Contract with Successful Offeror	7
2.12	Responsibilities of the Offeror	7
2.13	Affidavits, Certifications and Affirmations	8
2.14	Award Criteria	8
3	Scope and Requirements	8
3.1	Introduction	8
3.2	Minimum Qualifications.....	9
3.3	Scope of Work.....	9
3.4	Insurance Requirements	25
4	Proposal Submittals.....	29
4.1	Technical/Functional.....	29
4.2	Format Description.....	29
5	Evaluation and Selection.....	38
5.1	Selection Process.....	38
5.2	Evaluation and Selection Committee.....	38
5.3	Qualifying Proposal	38

5.4	Two Volume Submission	38
5.5	Cost Proposal.....	38
5.6	Technical Evaluation.....	38
5.7	Final Selection	38
5.8	Proposal’s Property of the City	38
APPENDICIES.....		39
	VENDORS OATH AND CERTIFICATION.....	39
	CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING FAIR LABOR STANDARDS ACT	40
	STATEMENT OF OWNERSHIP AND BIDDER QUALIFICATION AFFIDAVIT.....	41
	STATEMENT OF OWNERSHIP AND BIDDER QUALIFICATION AFFIDAVIT.....	42
	GENERAL TERMS AND CONDITIONS	43
	CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT	48
	COST PROPOSALS.....	49

1 Introduction

1.1 Summary Statement

The City of Seat Pleasant, Maryland ("City") is soliciting proposals from qualified firms to provide a complete turnkey system for its Automated Enforcement Program. The City of Seat Pleasant Automated Enforcement Program began in 2009 and currently provides five (5) fixed speed cameras, two (2) portable speed cameras, four (4) fixed redlight cameras, two (2) trailer redlight cameras. The advertised locations for the cameras can be found on the City Website at: <https://seatpleasantmd.gov/departments/police/>.

These enforcement locations include school zones, operating Monday through Friday, 6:00 AM through 8:00 PM and with recent state law changes 24/7 operation in certain areas. All camera equipment, infrastructure and back-end processing are owned by the current contractor.

This program is in support of the City's continuing effort to improve traffic safety by reducing speeding and aggressive driving. This program shall include but is not limited to: public relations, preparation and approval of all forms, citations and court processes, study of prospective locations, deployment, testing, certification, installation, moving/removing of cameras, formation, operation and maintenance of a web based automated system to track, process and identify violating vehicles and the vehicle owners, fine, bill and collect penalties, supply customer service, and provide statistics and reports on systems, operations and effectiveness of the program to the City, State and Federal Government, including all mandated regular reports

1.2 Proposal Closing Date

To be considered, an original, eight (8) copies and eight (8) electronic copies of the "Technical Proposal" and an original, eight (8) copies and one (1) electronic copy of the "Cost Proposal" shall be submitted in two separately sealed packages. Each package shall include the company name, contact name, address and the RFP #P25-0001, Automated Enforcement Program and sent to:

**City of Seat Pleasant
Automated Enforcement Program
6301 Addison Rd
Seat Pleasant, MD 20743**

Proposals shall be received, and time stamped by the city no later than 3:00 p.m. on February 17, 2025. The submittals shall be sealed, and the outside envelope must be clearly marked with the company name, address and the "RFP No. P25-0001, Automated Enforcement Program". Proposals generally should not exceed 50 pages.

Late proposals will not be considered. Offerors' mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the City of Seat Pleasant. The offerors shall prepay any shipping/delivery charges, as applicable, for all documents submitted.

1.3 Questions and Inquiries

Questions and inquiries shall be submitted electronically or in writing no later than 3:00 p.m. on January 24th, 2025 Oral questions will not be considered. Questions and inquires shall be submitted to: SpeedCameras@SeatPleasantMD.gov

Written answers will be sent to all vendors listed by the city to receive a copy of this Request for Proposal (RFP), through Ebid MarketPlace.

1.4 Proposal Acceptance

The City reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Further, the City reserves the right to make a whole award, partial award, or no award at all. Direct contact related to this Request for Proposal with members of the city or elected body is prohibited by the offeror, its' agents, and or lobbyists. Any *ex parte* communications will be grounds for immediate disqualification of an offeror. This does not prohibit a current vendor from providing routine customer service through an assigned customer service agent. However, any customer service agent should not discuss this request for proposal or use customer service as a means to provide an advantage that other offerors may not be entitled to.

1.5 Term of Contract

The initial term of the agreement shall be for three (3) years from the date of execution. The agreement may be extended for five (5) additional one-year periods upon mutual agreement of the parties. The City shall require a termination for convenience clause.

1.6 Price Escalation

All prices shall remain firm/fixed for the initial contract period. A price increase may be considered upon a written request from the offeror at least 90 days prior to the beginning of any subsequent contract renewals. Any price adjustment will be at the sole option of the city.

1.7 Duration of Proposal Offer

Proposals are to be held valid for 120 calendar days following the closing date for this Request for Proposal. This period may be extended by a mutual written agreement between the offeror and the City.

1.8 Notice to Offerors

Offerors, before submitting a proposal, shall become fully informed as to the extent and character of the work required and are expected to completely familiarize themselves with the requirements of the solicitation and specifications. Failure to do so will not relieve the offeror of responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all the items and conditions referred to herein.

2 General Information

2.1 Economy of Preparation/Incurred Expenses

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the offeror's capabilities and description of the offer to meet the requirements of this RFP. The City will not be responsible for any costs incurred by any offeror in preparing and submitting a response to this solicitation.

2.2 Addenda to the Request for Proposal

If it becomes necessary to revise any part of this RFP, an addendum will be provided to all vendors listed by the City as receiving a copy of the RFP. Written acknowledgement of receipt of all issued amendments, addenda or changes issued is required from all offerors responding to this RFP and in the form required by the solicitation documents.

2.3 Tax Certification and Good Standing

The successful offeror shall be current and in compliance with applicable tax filings and licensing requirements of Prince George's County and City of Seat Pleasant Government; and if a Corporation, Limited Liability Company, or limited partnership conducting business in Prince George's County, The City of Seat Pleasant, or the State of Maryland, must be registered and in "Good Standing" with the Maryland State Department of Assessment and Taxation. The successful offeror shall truthfully execute Form A, Tax Certification Affidavit (See Appendix D) and submit this form, together with a copy of its Certification of Good Standing, as applicable, within seven (7) calendar days of the City's Notice of Intent to Award.

2.4 Taxpayer Identification Number and Certification

The successful offeror shall, within seven (7) calendar days of Notice of Intent to Award, submit to the City a completed Internal Revenue Service "IRS" Form W-9, Request for Taxpayer Identification Number and Certification. The contract award will not be made without timely submission of the completed Form W-9. The Form W-9 and instructions are available to offerors by accessing the IRS website at www.irs.gov.

All payees engaged in trade or business with the City are required to have on file with the City a current and correct Federal Form W-9, "Request for Taxpayer Identification Number and Certification" form. This applies to individuals, sole proprietors, partnerships, corporations, and other legal entities such as nonprofits and governmental units who may otherwise be exempt from filing a tax return. A foreign entity must obtain and submit the appropriate IRS Form W-8.

To ensure accurate maintenance of your firm's status, the submission of the W-9 is required for each contract or purchase order executed by and between the City and its contractors. If the term of the contract exceeds one year, the City may request periodic re-submission of the W-9. If the offeror fails to submit the form by the deadline stated in the resubmission request, the city may refuse to pay invoices until the form has been submitted.

2.5 Subcontracting

Any person undertaking a part of the work under the terms of the contract, by virtue of any agreement with the selected offeror, must receive approval of the Purchasing Agent or designee prior to any such undertaking. In the event the selected offeror desires to subcontract some part of the work specified herein, the selected Offeror shall furnish with their proposal the names, qualifications, and experience of their proposed Subcontractors. Subcontractors shall conform, in all respects, to the provisions specified for the selected offeror. The selected offeror shall, however, remain fully liable and responsible for the work performed by its Subcontractors. Any Subcontract must include a provision authorizing the City to audit and inspect the books and records of the Subcontractor, as set forth herein in part 3.3(Z).

2.6 Evidence of Subcontracting

The selected offeror is required to submit to the City copies of executed subcontracts as a condition of the City executing the contract with the selected offeror. Copies of executed subcontracts are not required with the proposal; however, intent to subcontract must be disclosed within the proposal. (See Attachment: Subcontractor Project Participation Certification)

2.7 Confidentiality / Proprietary Information

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification for why such material should not, upon request, be disclosed by the City in accordance with the Maryland Public Information Act, § 4-101 et. seq., General Provisions Article of Maryland Annotated Code.

Offerors must clearly indicate every page that is deemed to be confidential, proprietary information or a trade secret (it **IS NOT** sufficient to preface your proposal with a proprietary statement). Furthermore, the City reserves the right to its own legal interpretation, and decision as to the release of documents under the Maryland Public Information Act. By submitting a response, the offeror waives its right to protest, or legal challenge of the City's interpretation or decision related to the release of documents under the Maryland Public Information Act.

2.8 Allowance of In-Housework

No section or portion of this RFP or the Contract shall be construed or interpreted to preclude the City from accomplishing any responsibility or undertaking of any operation or project utilizing its own work force.

2.9 Provisions for Other Agencies

Unless otherwise stipulated by the offeror, the offeror agrees when submitting their proposal that they will make available to other Municipal Corporations, agencies, and Departments as well as State and County agencies and departments, the resulting contract in accordance with its terms and conditions, should any said department or agency wish to buy under this proposal.

2.10 Withdrawal of Proposal

Proposals may be withdrawn upon a written request from the offeror at the address shown in the solicitation prior to the time of closing. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after time fixed for closing of the proposals.

2.11 Formation of Agreement / Contract with Successful Offeror

The Agreement "to be negotiated as a result of this RFP (the "Agreement") shall be by and between the offeror as Contractor and the City and shall contain provisions included in this RFP. By submitting a proposal in response to the RFP, the offeror accepts the terms and conditions set forth herein.

2.12 Responsibilities of the Offeror

The offeror shall be responsible for the professional quality and technical accuracy of their advice and other services furnished by them. The offeror shall perform services with a degree of skill, which is normally exercised by recognized professionals with respect to services of a similar nature.

Neither the City's review, approval or acceptance of, nor payment for, any of the services required under the Agreement shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of this Contract, and the offeror shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the offeror's negligent performance of any of the services furnished under the Agreement.

The rights of the City provided for under the Agreement are in addition to any rights and remedies provided by law.

2.13 Affidavits, Certifications and Affirmations

Offerors are required to submit with their technical proposal certain certifications, affirmations, and affidavits.

2.14 Award Criteria

The award will be made based on the evaluation of the technical proposal and the reasonableness of the cost proposal.

3 Scope and Requirements

3.1 Introduction

Speeding and aggressive driving are among the most common factors in motor vehicle accidents involving fatalities, injuries, and property damage. The use of traditional enforcement strategies cannot keep pace with this escalating problem, thus placing the general public and public safety personnel in potentially dangerous situations.

The Maryland State General Assembly passed Senate Bill 277 in February 2009, House Bill 1477 in April 2010, House Bill 929 and Senate Bill 350 in May of 2014, all allowing or regulating the use of photographic speed-monitoring systems. From this legislation, the Maryland Transportation Article includes provisions for the State of Maryland, Counties, and local governments like The City of Seat Pleasant to use photographic speed-monitoring systems.

A photographic traffic enforcement system-monitoring system is a traffic enforcement and measuring system that works in conjunction with a photographic, video, or electronic camera to automatically measure the speed and produce photographs, video, or digital images of vehicles violating a speed limit or speed restriction or enforce red light violations.

The City's goal is to ensure the safety of pedestrians and motorists by providing a traffic safety enforcement program specifically focused on school zones and other areas designated by law and located throughout the city. By law, automated speed enforcement is restricted to certain times of the day, days of the week and a specified threshold of number of miles per hour above the speed limit that must be met before a violator may be fined (among other requirements).

The City is soliciting proposals from qualified firms to provide a complete turnkey system for its Automated Enforcement Program. The City of Seat Pleasant Automated Enforcement Program began in 2009 and currently provides five (5) fixed speed cameras, two (2) portable speed cameras, four (4) fixed redlight cameras, two (2) trailer redlight cameras. The advertised locations for the cameras can be found on the City Website at: <https://seatpleasantmd.gov/departments/police/>

These enforcement locations include school zones, operating Monday through Friday, 6:00 AM through 8:00 PM and with recent state law changes 24/7 operation in certain areas. All camera equipment, infrastructure and back-end processing are owned by the current contractor.

The Automated Enforcement Program has mailed the following number of violation notices:

	2022	2023	2024
SPEED	234,719	271,894	193,744
REDLIGHT	83,988	106,574	31,565

3.2 Minimum Qualifications

- A. The offeror must have at least five (5) years’ experience in providing large scale and full-service Automated Traffic Enforcement Systems to municipal governments both foreign and domestic. This experience must include a combined total of at least fifty (50) photo speed enforcement cameras operating within a reasonable time prior to an offeror’s response to this RFP and serving a combined municipal population of at least 5,000 residents, together with hundreds of thousands more visitors, during this same period.
- B. The offeror must be experienced in managing large numbers of Automated Traffic Enforcement System violations. This experience shall include capturing, processing, and mailing violation notices and collecting fines for at least 100,000 violations.
- C. Because some of the City’s deployment locations may not have convenient access to utilities, the offeror must be able to provide portable cameras which will operate independently of external utility power and communication supply, for a minimum of two days and 500 violations before being recharged.
- D. The offeror must supply a dedicated project manager who shall be available to personally respond to and meet with the City, within two (2) hours’ notice, during business hours.
- E. The offeror must supply maintenance and service personnel, and equipment, which shall respond to the City within two (2) hours’ notice, during business hours, and four (4) hours’ notice outside of normal business hours.

3.3 Scope of Work

The City is seeking a successful offeror to provide a complete turnkey solution for a Web- Based, scalable, Automated Enforcement Program, including installation, placement, operation, maintenance, certification and support (including 24-7 technical phone support), of all equipment including, but not limited to; portable, fixed, replica, and handheld camera equipment, vehicles/trailers (including maintenance and insurance), equipment mounts, power supplies, data upload, download and storage systems, billing, collections, printing and mailing of notices, flagging, 24-7 online payment processing, telephone customer service and payment processing, training, management/tracking of court required information, including preparation of cases, dockets and when necessary; testifying, and regular reporting of system results as mandated by law and as requested by the city. The offeror shall provide a solution that is capable of supporting a high volume of violations in a secure system with a built-in redundant back-up.

Site Selection, Analysis and Design

The City shall identify camera location sites and will provide the offeror with the site locations. The Offeror may also suggest sites to the City for installation, but the City shall have the final say on the actual deployment, placement and removal of all camera equipment.

The offeror is responsible for site analysis information to assist in the City's selection of proposed sites. The offeror's analysis for Automated Enforcement Program sites shall include a determination of the site's ability to support the equipment, including safety and usefulness (number of violations or other factors). This determination shall be submitted to the City or its authorized representative within five (5) business days of the City's request.

Analysis of fixed (permanently mounted equipment) units for the Automated Enforcement Program sites shall include long-term projections, estimated costs and permit requirements. When requested, this information shall be submitted to the City or its Authorized Representative within 15 business days of the City's request.

Permitting and Licensing

The Offeror shall be responsible for all tasks and costs associated with obtaining any permits or licenses necessary to install or operate Automated Enforcement Systems, related equipment and program infrastructure.

The Offeror shall be responsible for submitting any plans and permit applications as prescribed by the City's Department of Public Works and Transportation (DPW&T) or the State Highway Administration (SHA) and obtaining and paying for all necessary permits and approvals required for installation of Automated Enforcement Systems. For the purpose of developing installation timeframes for fixed cameras, offerors should assume a 60 calendar-day permit process. If the permit process takes longer than 60 days, offerors will be given an additional timeframe for final installation equal to the same number of extra days required to obtain permits. Proposals shall include details on the offerors' ability to obtain permits and approvals.

The Offeror shall be responsible for the purchase of an adequate number of software licenses to enable the use of the system by the City as appropriate.

Engineering, Installation, Use and Removal of Equipment

The offeror is responsible for the installation of all equipment necessary to identify and photograph motor vehicles violating speed and red-light laws. The City requires the offeror to install all hardware/software including a non-invasive traffic violation detection system.

There shall be no added fees incurred to set up (make operational), move or remove, any Automated Equipment, including, but not limited to, mobile, fixed, handheld, and replica cameras.

Should the City decide to move or deactivate any Automated Camera Equipment, including, but not limited to, mobile, fixed, and replica cameras, there shall be no added fee incurred for the deactivation and removal of this equipment. Upon notification by the City, deactivation and removal of all equipment at a specified site will occur within three (3) business days for portable or replica equipped sites and within ten (10) business days for fixed sites. At the conclusion of this Agreement, all equipment shall be removed from all sites within thirty 30 days and the site will be restored to its preinstallation condition.

After written notification by the City, to deploy or redeploy mobile or replica camera equipment at a specified site, the offeror shall install this equipment and make it fully operational within three (3) business days. For City requested fixed camera sites, the offeror shall deploy and make operational a fixed camera within fifteen (15) business days.

For any location in which permits are required for installation, the permit period will be added to this specified time period. Time is of the essence due to public safety concerns.

Accuracy, Security and Privacy

The City seeks a program that is reliable, accurate and fairly captures evidence of violations and records images of vehicles and their license plate, while minimizing unnecessary intrusions on the privacy of drivers and passengers. The offeror shall maintain all images as confidential and may not use any image, driver or owner information or other program information, for any other purpose than its intended use for "Legitimate Law Enforcement Purposes."

All data related to the Automated Enforcement Program shall remain the property of the City. This includes, but is not limited to, images, motor vehicle records, personal and financial information, and statistical data.

The Automated Enforcement Program shall be a non-invasive detection system and detect a minimum of 90% of all vehicles. The system shall be accurate to +/- 1 Mile Per Hour ("MPH"), maintain 98% operational uptime per month and capture no more than 3% of events per month that are found to be false triggers or erroneous. See section 3.3, for Liquidated Damages.

The offeror shall demonstrate how the data will remain secure, including preventing unauthorized program access and theft of data. The offeror shall detail the protocol to ensure the security of the system, to guard against unauthorized usage, access, system tampering, hacking or viruses.

The offeror shall detail in its network security protocol to ensure business continuity, disaster recovery, protection of the system, guard against data loss, unauthorized usage, access, tampering, and viruses, etc. To ensure evidence integrity, the proposed system shall encrypt all images and all violation data. The offeror shall provide details of the system's encryption specifications.

The offeror shall require all employees with access to any part of the Automated Enforcement Program to pass a criminal background check as directed by the City and furnish those results to the City on request.

The City reserves the right to reject any offeror's employee's access due to security or ethical concerns at the City's sole discretion.

Automated Enforcement Camera System Definitions

Portable Camera:

A portable camera is defined as a camera that may be moved, made operational, and transported from location to location, with a minimum of integration with infrastructure, such as a permanent foundation, power and communications utilities and other connections, especially those requiring construction and electrical permits. A portable camera includes standalone box cabinet units, trailers and mobile speed cameras. The City will not staff, operate, or man the offeror's vehicles at any time. The City will not staff cameras at the deployment locations except for handheld units. A handheld camera is defined separately under this section.

Handheld Camera:

A handheld camera is a photo speed camera that is deployed (manned) by a City of Seat Pleasant Police Officer at City designated and approved locations. This type of camera is intended to be deployed for two (2) hours by a police officer without wired external power connections and no other wired infrastructure connections in the field. Time periods in use in excess of two (2) hours may utilize wired external power connections from a vehicle power source.

Replica Cameras:

Replica cameras shall be identical in appearance to the offerors roadside speed camera but will not record violations. There shall be no added fees incurred to transport, move and set up replica cameras.

Semi-Portable Fixed Camera:

A Semi-Portable fixed camera is defined as a camera mounted in a manner that is semi- mobile. Generally, this type of camera requires integration with infrastructure, including permanent foundation or pole, power and communications utilities, and other connections requiring construction and electrical permits.

Implementation of Automated Enforcement Systems

The offeror shall be required to implement Automated Enforcement Systems within thirty (30) days and deploy all new systems within ninety (90) days.

1. Preferred responses are those in which the implementation of cameras occurs more quickly than required.
2. All monitoring equipment and monitoring systems shall meet or exceed Industry standards.
3. The offeror shall develop, implement, operate, and maintain a Web-Based Automated Speed Enforcement System for the City including, but not limited to, secure capture, tracking, processing, storing and identifying violating vehicles and the corresponding

vehicle owners.

4. The System must, at minimum, be capable of processing a high volume of speed and red-light violations simultaneously, and, the city further prefers, in furtherance of the goals of this RFP, that the System, *inter alia*, provide vehicle classification, Isolated Traffic Signal Connections, Automated License Plate Readers, and the substantial storage of violation images and evidence. The System must, at minimum, handle multiple authorizations and/or validations of violations, final notice printing and mailing, support for hearing/court processes, online, mail and in-person payment processing, violator/customer online and telephone call center support (business hours) and provide reports on systems operations and effectiveness as required by law and by the city.
5. The cameras shall obtain a clear image of the rear of the vehicle to clearly identify the vehicle and license plate. A 20 Megapixel or more Image is preferred. The camera shall be able to capture three (3) color photographs in easily viewable, time stamped still photos for each captured violation, video is preferred, including a close-up of the license registration plate.
6. The camera system shall have the ability to accurately detect violators 24 hours per day, operating effectively under all weather conditions, and during times when the sunlight is pointing in the direction of the camera. The offeror must detail how the proposed system will compensate for the effects of license registration plate covers, out of state license tags, stacked letter tags, and the effects of reflective materials on the license registration plates. Examples shall be provided.
7. The offeror shall detail the image quality specifications and submit actual sets of violation images both day and night-time examples with the technical proposal. Describe proposed flash equipment and set up, as required.
8. The Camera equipment shall be able to gather traffic information for statistical analysis.
9. The camera system should apply lane specific speed detection technology and must be capable of covering four (4) or more lanes of traffic. Deploying multiple mobile enforcement systems to meet this criterion is not acceptable for the purposes of this RFP. If the image area contains multiple vehicles, the violating vehicle must be able to be clearly identified at the point of speed detection.
10. All mobile camera systems shall incorporate a deployment interface with adequate local storage for violation records captured over several successive deployment sessions or shifts. Proposals must specify the storage capacity in terms of the number of recorded violation events that may be stored in local memory storage.
11. The portable camera system must be supplied and mounted in an offeror owned vehicle/trailer/compartments and must allow for independent roadside deployments. All required cabling and systems mounts must be included. All portable camera system operations must be powered from the deployment vehicle/trailer/compartments (no external power hookups to public utilities). Additionally, the system must provide operating power sufficient for a minimum of consistent enforcement for two days and 500 violations.
12. The offeror's processing solution (digital time stamped still photos for each captured violation and accompanying data) shall be able to be integrated into software used by the City. The City presently uses Office 365.

13. The camera system shall be designed in such a fashion to deter theft and vandalism and so that maintenance and other routine operations can be accomplished easily and quickly without creating a public safety hazard.
14. The offeror's proposed Automated Enforcement Program shall provide standard relational database functions to allow both offeror and City personnel to easily enter, access, search, and sort the violator database by various parameters including:
 - Date of violation.
 - Violation tracking number.
 - Time of violation.
 - Location of violation.
 - Vehicle registration plate information.
 - Vehicle registration plate – issuing state.
 - Partial registration plate.
 - Registered owner of vehicle.
 - Date of notice.
 - Name and/or ID number of issuing/reviewing officer
 - Non-processing and dismissal (rejection) code(s).
 - Adjudication status.
 - Hearing date and time.

Additionally, the City requires that all violation photos or videos taken, be available on-line for searching and viewing. The City or its Authorized Representative shall be able to view all images (cited and not-cited) sequentially. Furthermore, all videos must be available live and Archived on Demand.

15. The offeror shall provide access to the Automated Speed Enforcement System, by the City, through a Web-Based application. The City shall be able to access all program functions by at least twenty (20) simultaneous users, twenty-three (23) hours a day, 7 days a week (23/7 or 24 less one hour a day, non-business hours, for system updates). All access and data changes shall identify, log and store the user identity.
16. The City shall have the ability to access, view, enter, update, download and print all account and violation information to include, but is not limited to, the following:
 - The vehicle registration plate numbers and characters.
 - The state of issue for the vehicle registration plate.
 - The date of the violation event.
 - The time of the violation event.
 - The location of the violation event.
 - All digitized images demonstrating the violation and tag close-up.
 - Payment status.
 - Hearing status.
 - Flagging status.
 - Correspondence tracking.
 - Standardized monthly reports (must have ability to review and print reports).
 - Download violation images for printing, mailing, or e-mailing to citizens or City officials.
 - Suspend activity on accounts until further research is completed in

- special circumstances.
 - Approve/disapprove violations.
 - Dismiss violations with justification code
 - Designate and query dismissal causation codes with text explanation field.
 - View and zoom in on images, adjust contrast, brightness, and color for optimizing image quality and the option to retain the adjusted settings.
 - Search, view, update, and print all citation and non-citation information, including outstanding balances, court requests, temporary suspensions, and customer service inquiries.
17. The City reserves the right to void or cancel any speed violation at no cost to the City or fee due to the offeror.
 18. The City reserves the right to void or cancel any erroneous violation, event, or occurrence on behalf of the offeror with no fee due the offeror.
 19. The City will not be responsible for fees associated with any Emergency Vehicle that incur a violation regardless of operating status or City owned vehicles which may trigger an event during the normal course of their duties.
 20. Upon the final review, each citation shall include an electronic signature and ID number of the reviewing City's Authorized Representative on the actual notice mailed to the violator.
 21. The offeror shall obtain registered owner information for the violation on identified registration plates for both in-state and out-of-state registrations. The registered owner's information shall then be entered into the system with the violation images.
 22. The offeror shall be responsible for a detailed description on how they shall accomplish the determination of the owner of the registration plates. The offeror shall specify safeguards for ensuring accuracy of the information and how changes of address shall be handled.

Program Implementation Plan

The Offeror shall be responsible for a Program Implementation Plan to include a timeline for all services as outlined for the project, including how the offeror intends to meet the City's implementation schedule. The plan shall describe the project management methodology and activities needed to complete the total implementation. The plan shall be presented in narrative and chart form and indicate weekly and monthly activities in support of the implementation, including quality control reviews and participation of subcontractors. The offeror shall list milestones, anticipated completion dates, and all events required.

Maintenance Requirements

All maintenance, service and repairs of any and all components and processes of the Automated Speed Camera System shall be the responsibility of the offeror to include:

1. Guaranteed total replacement of any inoperable (for any reason) deployed camera installation within three (3) business days of notification by the City.
2. Guaranteed repair of any inoperable (for any reason) deployed camera system within one (1) business day of notification by the City.
3. Daily maintenance and support of operations along with a log including camera relocation, preventative maintenance, and calibrations.
4. Monthly reports to include: all maintenance performed, all system errors identified and total non-operational time for each camera and site.

The Offeror shall be responsible for maintaining a maintenance plan in detail, including all available resources and systems for performing scheduled maintenance and tracking issues.

The Offeror shall be responsible for maintaining a tracking system for monitoring and reviewing the status of technical issues identified by the City's authorized representative.

The Offeror shall describe its proposed systems for issue tracking, internal self-check capabilities, the ability to shut down or recover due to errors, and how often camera systems will be inspected and exchanged for preventive maintenance.

Processing Violations

The Offeror shall view each image or video and make a preliminary decision whether it meets the City's criteria to issue a citation or not. If the City's criteria are not met, the representative shall enter the appropriate City defined explanation code. If the images do appear suitable, the offeror shall prepare the image for the City's verification that the recorded image is a citable offense.

The Offeror shall create a third image by cropping, scaling, and appropriately adjusting brightness, contrast, etc. to maximize the clarity of the registration plate.

The Offeror shall review and approve a citation as citable and pass it on to the City or its authorized representative who will provide the final review and approval. If the citation is determined not to be citable by the City, an appropriate rejection code shall be attached. If approved by the City or its authorized representative the signature and ID number shall be electronically attached and printed on the citation. The City will have the final authority to approve or disapprove a citation.

All reviewed citations deemed citable shall be provided to the City within thirty-six (36) hours of the original infraction time. (This is not business days, but total time from infraction. Weekends, Holidays, and other observances shall be included in the thirty-six (36) hour window) offerors who fail to submit violations within this window shall be required to compensate the City to total of the violation, \$40.00 for Automated Speed Enforcement and \$75.00 for each red-light enforcement violation, which failed to meet this criterion.

Notices and Correspondence

The Offeror shall detail the process for minimizing no-hits (owner information on registrations not returned from in-state or out-of-state motor vehicle administrations).

All printed citations shall include three (3) color digital violation images of a quality acceptable to the City and shall include the electronic signature and ID number of the City or its authorized representative who approved the citation. One image shall show vehicle's registration plate, clearly readable to the average naked eye. Printed citations shall be in compliance with State law and shall include court-approved language, the date and time of the violation, the location of the intersection, 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. Information shall also be included which outline payment options and instructions on viewing images online and a portion or stub that can be returned with payment or to request a court date and a return envelope.

The offeror shall mail approved citations with a return envelope by first class mail. Printing, toner, paper, envelopes, postage and all other costs associated with issuing citations (first, second, and driver notices, as well as all other correspondence) are to be paid by the offeror.

The offeror shall send a second follow-up notice to delinquent violators in the event of non-response after a City specified time. The offeror's proposed violation processing system shall contain logic that enables automated tracking of all violation account information including payments and scheduled hearings to ensure follow-up notices are not erroneously sent to violators. The second notice shall inform the violator that their fine is past due and shall include all information provided within the first notice including the three photographs.

Maryland law provides owners with the option of identifying the driver of the vehicle at the time of the violation through testimony in court or via notarized statement, which can result in notices being sent to the identified offender. The offeror will be responsible for this requirement.

The City requires additional standardized correspondence to be sent to violators in response to certain inquiries or actions. Examples of such correspondence include:

- Flagging notice.
- Confirmation of stolen vehicle/license plate.
- Driver notices procedures.
- Administrative voids.
- Returned check notification (see Payment Processing for requirements)
- Paid in full correspondence.
- Other forms or instructions.

The City requires a timely and efficient method for responding to customer inquiries and complaints. All inquiries, whether by mail, telephone, web, or e-mail, shall be documented and logged to the applicable citation to include correspondence imaging. The offeror will handle, and track violations and correspondence returned as undeliverable.

Flagging of Maryland Registration

The offeror shall be responsible for managing violator nonpayment situations resulting in registration non-renewal (flagging and unflagging) with the Maryland Motor Vehicle Administration (MVA). The

offeror is responsible for flagging and unflagging procedures and technology for requests to be sent to MVA. The City requires that a flagging notice be sent to the violator when MVA is notified of a flag.

Reporting

The offeror is responsible for all reports mandated by Federal and State law and by the City. In addition, the offeror shall provide a monthly report including statistical analysis of violations, fines, collections and related data over the course of the program. The information generated shall be used by the City to evaluate the performance of the Automated Enforcement Program and to assess the relative success in achieving the goal of improved traffic safety by modification of driver behavior.

The City requires monthly, quarterly, and yearly standardized reports. The City requires ad-hoc reporting (the ability for the city program manager to perform statistical searches and report generation remotely without action by the offeror). The offeror will provide the City with self- access to generate all reports mandated by Federal and State Law, City Code, and daily reports, including statistical analysis of violations, fines, collections and related data over the course of the program. The reporting cycle is described below:

- The offeror is responsible for monthly reports of the Automated Enforcement Program.
- The offeror is responsible for quarterly reports of the Automated Enforcement Program.
- The offeror is responsible for an annual report. This report shall include annual analysis of the program and an explanation of program improvements that have been planned and implemented.
- The offeror is responsible for and will provide to the City, all local, State, and Federal reports as specified by law.
- The offeror is responsible for any other such report(s) and documentation requested by the City that is useful to further the mission of reducing speeding violations and reducing motor vehicle accidents.

A wide range of reports will be required from the offeror by each camera and by each location. The following is a partial list of which data and reports will be required:

- Number of possible violations recorded.
- Number of citable violations.
- Traffic volumes and violations by location.
- Number of violations not resulting in citations.
- Breakdown of violation rejection categories and amounts.

Collections

The offeror shall be responsible for processing all payments received for the City's Automated Enforcement Program. As detailed below, the offeror must have the capability to handle all payments made in person at City-approved locations including the Customer Service Center, electronically paid online, electronically paid by phone, and mailed into an offeror-owned USPS lockbox, including the daily depositing and reconciliation of all receipts. The offeror shall also be responsible for processing any payments which should be made directly to the courts but have been sent to the City and/or deposited into the City's Automated Enforcement Program.

With the high volume of mail that is received, control and accuracy are essential factors in the lockbox operation. The services provided shall be integrated with numerous levels of control, audit, and redundancy, which shall ensure the accurate and timely receipt, processing, and update of mail-in payments. The Offeror is responsible for payment management procedures including, but not limited to:

- Method for receipt of payments and database applications.
- Ability to apply payments by source (cash, check, money order, or credit card).
- Ability to handle electronic reimbursement.
- Verification of check amounts.
- Batch reconciliation and file update.
- Payment imaging.
 - Bonded courier service from lockbox pickup, from the Customer Service Center, from City locations, and to financial institution.
 - Accepting partial payments.
 - Return of payment process (i.e., fraudulent payments, second party checks, etc.)
 - Processing exception payments.

The offeror shall be required to deposit into the City's bank account, once each twenty-four (24) hours during normal banking hours, and an amount equal to the gross receipts of the current day's revenue received. Payments deposited shall be applied to the offeror's database every day and available for online review within twenty-four (24) hours of deposit or update.

The offeror is responsible for handling payments received that require additional investigation and research. These procedures include, but are not limited to:

- Overpayments.
- Unapplied payments.
- Mistaken payments
- Returned checks.

The offeror shall be responsible for the collection strategy to maximize payment to the City in the event the initial two notices do not result in closed accounts.

Previous Vendors Outstanding Violations

After the six (6) -month runout period of the prior contractor, the Offeror will import delinquent citations from the previous contractor and take over collections' activity, to include at least one notice mailing, registration hold (flagging) and release activity, customer service, court processing and payment acceptance/processing. We estimate that we now have 150,000 outstanding violations. All fines collected, less convenience fees, are transmitted to the city lockbox. The Offeror will not receive direct revenue from these collections. The offeror shall specify a one-time charge per violation, to manage the previous contractor's outstanding violations.

Correspondence / Mail Processing

The Offeror shall provide adequate staffing to open, count, batch, log, review and process payment and correspondence letters mailed from citizens each business day. The City requires that all correspondence be processed by close of business, the next business day after the correspondence is received.

The City prefers in-house violation, payment, and mail processing (not subcontracted), and the use of a local mailing address. The offeror shall indicate where and who will process payments and incoming/outgoing mail, including violations. The Offeror shall also indicate what address will be used for all correspondence.

The offeror shall be responsible for generating outgoing correspondence and providing detailed descriptions for each letter type (including sample system-generated letters with your proposal). The offeror shall describe the system for generating return correspondence to citizen inquiries and correspondence letters to be sent to citizens (including types and samples with proposal).

The offeror shall provide a correspondence imaging system that ensures all correspondence received from citizens is electronically scanned and available for customer service staff and the City.

The offeror shall describe the security system for its mail processing facility that shall be equipped with thorough physical security features including, but not limited to, alarms, cameras, pass-key door lock system, sprinkler system, etc.

Hearing Requirements

The offeror is responsible for scheduling court hearings and for providing the City with a turnkey adjudication processing service support. The system shall be able to track court dates, dispositions, and initiate follow-up notices as required.

The offeror shall be responsible for preparing court packages for all scheduled hearing. Hearing evidence packages shall be submitted to the District Court one (1) week prior to the scheduled court date. Court packages shall consist of, at a minimum:

- First digital image of the violation.
- Second digital image of the violation.
- Digital image of the license registration plate.
- Field service technician log indicating the good working order of the Automated Speed Camera System at the time of violation.
- A court disposition sheet.
- A violation summary.
- Any court correspondence for continued or resets cases.
- Any written correspondence received from the violator.
- Daily Calibrations.
- Annual calibration certificates.

The system shall be capable of scheduling hearings, issuing notices, and preparing judge's deposition sheet along with two (2) docket summaries.

The offeror shall provide all violations, certifications, and other data required by the District Court of Maryland in a digital format. The offeror shall supply to the City two (2) City-approved laptop computers and hardware and software needed (including a wireless modem) to download wirelessly all violation documents, photos, data and certifications necessary for court proceedings without the need to bring paper documents to court.

The City shall testify at all hearings required by the Maryland Courts. If necessary, the offeror shall provide, at its own expense, any witnesses to testify as to the accuracy, operations and reliability of the speed camera and related equipment, to the specifics of contested complaints.

Additionally, other materials may be developed to present relevant information about the program to the court or the citizens who request a hearing. At the request of the City, the offeror's representative shall assist with court proceedings and testimony.

Other Authorized Camera and Database Access

The offeror shall be responsible for programming camera and database access platforms for use by City selected law enforcement investigators. This includes 24/7 search of violator database by location, name, and/or license plate.

Customer Service

Customer Service requirements include, but are not limited to, the following:

- A 24-hour Web-based automated payment shall be established. This program shall allow violators to go online to view their violation, make payments, and receive program information.
- A telephone Customer Service System that will allow customers to obtain up-to-date citation information and make payments via-telephone from 8:00 AM through 5:00 PM, Monday through Friday. The customer's call shall be answered and handled within ten (10) minutes.
- All customer visits, calls, and correspondence shall be logged and tracked within the citation management system.

The Web-based payment system and telephone system shall conform to all local, State, and Federal law requirements and the American Disabilities Act ("ADA") requirements, to include TTY for the hearing impaired.

The Web-based payment system and telephone system shall continue operation for as long as the contract for the Automated Speed Enforcement System is active. The Customer Service Center will remain operational for the first ninety (90) days of the Runout period. The Web-based payment system and telephone payment system shall continue operation for the entire Runout period.

The offeror and its designee shall make every effort to work with the City in resolving citizen inquiries or complaints made concerning the Automated Enforcement Program, at a minimum between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The offeror shall establish clear written protocols to be approved by the City for handling citizen complaints.

The offeror shall 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 program or a particular traffic citation. The offeror shall describe its customer service experience in similarly sized jurisdictions. The ability to provide Automated Call Handling and Interactive Voice Response technology is preferred for enhanced customer service.

Training

The offeror shall be responsible for training the City in the use of the Automated Enforcement Program. This training shall include, but not be limited to, Train the Trainer instruction on the camera use, calibration, downloading and uploading of data/images, and the online system (back-office). Training shall be held at a City designated facility and include two (2) classes attended by a maximum of fifteen (15) employees per class. The offeror shall provide to each trainee all training materials including system

user manuals. The offeror shall provide the system/program training manual in an electronic format to the City, including a quick access guide for up to ten (10) workstations. The offeror shall also be responsible for annual retraining of all City users. The offeror shall issue certificates to each employee who completes training and retraining.

Public Information and Education

The offeror shall participate in the City's Automated Enforcement Program and traffic safety awareness campaigns. The campaigns shall include diagrams, graphics, sample images, and relevant links. In addition, the offeror shall be required to attend public meetings and assist the City in demonstrating the Automated Speed Camera System equipment and program.

Website

The offeror shall assist the City with the development of program information for the City's website. The information shall include diagrams, graphics, sample images, and relevant links.

Public Safety Inserts

The offeror shall be tasked with distributing public awareness information through the use of inserts mailed (up to one page, in color, back and front) with the citations. It is anticipated that public safety announcements will be sent out on a quarterly basis. This public information may include further explanations on the Automated Enforcement Program, crime awareness information, or other public safety announcements. The City will assist with the development of the information and shall approve any proposed inserts. The printing and mailing of the notices shall be the responsibility of the offeror.

Liquidated Damages

In order for this program to be effective, the continuous operation of the cameras is essential. Therefore, for each camera that is not operational after two (2) continuous days, the offeror shall pay the City liquidated damages in the amount of \$250 per hour, based on the number of hours the camera is unable to record violations, the damages hereunder to be calculated by adding all hours of above-stated non-operational use, continuously, 24 hours per day, 7 days per week, without interruption. These liquidated damages shall continue until the camera is operational and delivers violations again in a proper manner. This liquidated damage provision shall be imposed separately for each camera that is not operational. The offeror agrees that this liquidated damages in fact constitute liquidated damages and not a penalty, and that it provides a fair estimate of the potential injury to the City from the failure of any camera to operate continuously, and that the damages are otherwise incapable of estimation, or very difficult to estimate, at the time of contracting.

The Speed Enforcement Program shall maintain 95% operational uptime per month. In circumstances which the Speed Enforcement Program System suffers substantial interruption affecting this minimum uptime, the offeror shall pay the City liquidated damages in the amount of \$250 per hour or a maximum of \$2,000 per day. These liquidated damages shall be assessed monthly. Scheduled maintenance shall not affect this defined uptime if the City is informed at least four (4) hours in advance and maintenance is completed in four (4) hours.

Additional Information

Offerors may provide alternatives and options in their proposals that may create operational efficiencies, cost savings, service improvements, or enforcement improvements for the City. Alternative pricing shall also be included in the pricing portion of the proposal if applicable. Please provide any additional information, including new technology upgrade possibilities, value added services, or promotional material that highlights experience or expertise, relevant and directly applicable to this RFP.

Runout and Transition Procedure

Within thirty (30) days after termination or expiration of this Agreement: Offeror shall remove all fixed and portable units and associated infrastructure items and restore the property to reasonable pre-installation conditions, including complying with any state or local requirements, electrical, and construction codes.

The parties agree that there shall be a seamless and smooth transition during any termination or contract expiration. The offeror understands the need for the City to reconcile any outstanding balances and accounts. The offeror shall use all reasonable efforts to minimize any disruption or confusion during this Runout transition period. The offeror shall be cooperative with the City and any City designated vendor during this transition.

The parties agree that there shall be a six (6) month runout period after the expiration or termination of this Agreement (the "Runout Period"). During the Runout Period, the offeror shall continue to provide the City with any necessary invoices and supporting documentation to substantiate any and all payment of fees stated under this Agreement.

Beginning on the first day of the Runout Period, the offeror shall cease operation of all cameras and continue processing of violations captured prior to the expiration or termination of this Agreement. During the Runout Period, the Offeror also shall continue to provide the noticing, customer service, flagging and unflagging of vehicles, payment processing, including lockbox, and court preparation services and assistance required under the Agreement, provided, however that offeror shall not be required to: 1) maintain operation of its customer service after the first Ninety (90) days of the Runout Period; and 2) continue with noticing or delinquent collections services for the last thirty (30) days of the Runout Period. On the last day of the Runout Period (the "Runout End Date"), the offeror shall cease all collection activities related to this Agreement and at the City's request, the Offeror shall arrange for any/all outstanding Motor Vehicle Administrative Flags or registration holds to be released. The offeror shall be entitled to payment for services during the Runout Period. The offeror shall not be entitled to any payment after the Runout End Date. The Web-based payment system and telephone payment system shall continue operation for the entire Runout period.

Within ten (10) business days after the Runout end date, the offeror shall transmit to the City, all records of unpaid citations in an electronic database format, which the City determines is appropriate, including a listing of all such citations by citation number, violation photos and any data necessary for court and collections. The City shall own and have the exclusive right to collect on all such unpaid citations after the Runout end date.

Authority of the City to Audit and Inspect

The City shall be entitled to audit the books and records of a Contractor or any subcontractor under any contract or subcontract entered under this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the prime contract

and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract. Access to such material shall be limited in scope and availability only as necessary to verify the accuracy of invoices and shall not include access to any proprietary and internal cost and pricing data. The City agrees to maintain the confidentiality of such materials, subject to the requirements of applicable law.

The City will provide the Contractor at least one business days' notice prior to inspection.

Use of the Latest Technology for Cameras, Equipment, Hardware Software and System Architecture

The offeror shall install and provide the City with the latest technology available for this RFP. This includes, but is not limited to, the offeror's most up-to-date cameras, equipment, software, system architecture, wireless technology, tracking radar, pan-tilt-zoom for still and video camera technology with the maximum storage and photo/video quality, in accordance with industry standards or above. The system shall be deployed in a wireless non-invasive fashion whenever possible. The City and the offeror recognize that the technology specified in this RFP may be upgraded since the proposal has been submitted and the offeror agrees to provide the most up-to-date technology possible.

The offeror shall maintain, service, and repair all installed equipment in accordance with the Scope of Work and the offeror shall advise the City of new equipment or information processing technology developments, including potential new software and hardware developments, and make recommendations to the City for installation of such improved technology as offeror deems would improve offeror's performance in accordance with the Scope of Work in the RFP. offeror shall provide camera firmware upgrades/updates at no additional cost to the City.

Annual Calibration Check Performed by an Independent Calibration Laboratory

As required by Maryland Law, House Bill 929 and Senate Bill 350, adopted in May of 2014, a speed monitoring system shall undergo an annual calibration check performed by an independent calibration laboratory that is selected by the local jurisdiction and unaffiliated with the manufacturer of the speed monitoring system. Therefore, the City will be contracting separately with an independent contractor, to test all speed monitoring system equipment for annual accuracy and certification.

The Offeror agrees to cooperate with the City and the City's Agent for this annual calibration check, including providing a thirty (30) days' written notice of scheduled calibration expiration dates, and allowing the City and the City's Agent access to the Offeror's facilities and provide on-site assistance to facilitate the calibration tests as required. This annual calibration test is also required for new issue equipment. The offeror shall compensate a vendor of the City's choice for providing an independent evaluation and calibration of the equipment.

Effective October 1, 2022, a local jurisdiction may not use a SMS to enforce speed limits on a portion of a highway for which speed has been decreased without performing an engineering and traffic investigation. Any such studies shall be the responsibility of the offeror.

Revenue and Invoice Procedures

The offeror will be required to deposit all fines and fees received by this program into a designated City bank account by the end of the next business day after the funds are received. The offeror will invoice the City monthly for payment due. Included in this invoice to the City is any convenience fee or other customer fees (credit card, bad check and etc.) received by the offeror.

3.4 Insurance Requirements

INSURANCE: The offeror will save and keep harmless and indemnify, and has a duty to defend the City against any and all liability claims, and the cost of whatsoever kind and nature arising or alleged to have arisen for injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this contract and or any acts in connection with activities to be performed under this contract resulting in whole, or in part, from the acts, errors or omissions of the offeror, or any employee, agent or representative of the offeror.

INSURANCE REQUIREMENTS: The offeror will provide the City with evidence of offeror’s commercial insurance coverages.

WORKER’S COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the offeror or any of the offeror’s personnel due to the U.S. Longshoremen’s and Harbor Workers’ Act, Jones Act, Admiralty Laws or the Federal Employers’ Liability Act, the offeror will provide coverage for these exposures on an “if any basis.” The coverage under such an insurance policy or policies shall have limits not less than:

<u>Worker’s Compensation:</u>	<u>Statutory Limit's (State of Maryland)</u>
Employer’s Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL): An insurance policy covering the liability of the offeror for all work or operations under or in connection with this project; and all obligations assumed by the offeror under this contract. Products, Completed Operations and Contractual Liability must be included, in addition to coverage for explosion, collapse, and underground hazards, wherever required.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$1,000,000/\$2,000,000 per occurrence/aggregate
PREMISES MEDICAL PAYMENTS	\$5,000
FIRE LEGAL LIABILITY	\$1,000,000
PERSONAL INJURY/ADVERTISING	\$1,000,000
or combined single limit not less than	\$2,000,000

The City of Seat Pleasant must be included as an additional insured under the general liability insurance coverage with respect to activities related to this contract.

TO BE INCLUDED IF WORK WITHIN 50 FEET of RAILROAD PROPERTY

RAILROAD PROTECTIVE LIABILITY INSURANCE: An insurance policy issued to the City covering the liability of the offeror for the work to be performed on, adjacent to, above or underneath any operating railroad property for any personal injuries or deaths or any damage to the property, equipment and facilities caused by the activities of the offeror resulting from performance of this PROJECT WORK.

Such insurance shall be written on the ISO Form. The coverage under such an insurance policy shall have a limit of liability not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$5,000,000 per occurrence/\$10,000,000 aggregate

No waivers will be issued for the Railroad Protective Liability Insurance requirement under this contract.

AUTOMOBILE LIABILITY INSURANCE: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the District of Columbia, Maryland or Virginia, and not covered under the offeror's aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than: BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$2,000,000 Combined Single Limit

The City of Seat Pleasant must be included as an additional insured under the automobile liability insurance coverage with respect to activities related to this contract.

(If hauling contaminants, pollutants):

The offeror must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.

Contract employees are not permitted to operate any vehicle owned by The City of Seat Pleasant whether in commission of the contract or outside of same.

PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE: A separate insurance policy to pay on behalf of the offeror all costs the offeror shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the offeror or any other person for whose acts the offeror is legally liable arising out of the performance under this PROJECT WORK. The coverage under such an insurance policy shall have a limit of liability not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$3,000,000 per occurrence/\$3,000,000
aggregate

OFFEROR'S POLLUTION LIABILITY INSURANCE: (Also called: Environmental Impairment Liability) An insurance policy covering the liability of the offeror during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and or asbestos abatement. The policy should also include coverage for bodily injury, and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gas, waste materials or other irritants,

contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental.

The offeror shall supply limits not less than the following: \$3,000,000 per occurrence

The policy form shall include an extended reporting period of at least three years. This coverage shall be secured from an "A" rated insurance carrier acceptable to the City and in accordance with the information provided. The City shall be included as an additional insured. Prior to commencement of work on this contract the policy form shall be submitted to the City for review and approval.

TO BE INCLUDED IF PROJECT INCLUDES HAULING HAZARDOUS WASTE OR CLEANUP OF SITE PREP WORK

CRIME/FIDELITY INSURANCE: The offeror shall maintain a standard crime policy with limits of liability covering losses caused by dishonesty of employees, loss of money or securities while being conveyed by messenger outside the premises. The policy should also include loss caused by forgery of outgoing monies, but not limited to cash, securities or other forms of negotiable instruments, for loss caused by burglary, theft, robbery, and mysterious disappearance. The indemnity provisions under such a policy should have the following limits:

Blanket Employee Dishonesty	\$150,000 to \$500,000
Forgery and Alterations	\$150,000 to \$500,000
Theft, Disappearance and Destruction	\$150,000 to \$500,000
Computer Fraud w/ Wire Transfer	\$150,000 to \$500,000

BUILDER'S RISK INSURANCE: An insurance policy with limits equal to the initial contract amount and any amendments to the contract which affect the project cost on a replacement cost basis.

Insurance shall be on an all-risks policy form including the perils of fire, extended coverage, theft, vandalism, malicious mischief, collapse and earthquake.

In addition to the Builders Risk Insurance an endorsement or a separate insurance policy covering all the risk of physical loss or damage to property to be used in, incidental to, or during the installation of and any resultant damage caused by installation in connection with this contract. The City shall be named as "Loss Payee" to the extent of the City's insurable interest, if any, in the property insured. The coverage under such policy shall have limits of liability in accordance with the value of the property insured.

Such insurance shall be written on the ISO Form. The coverage under such an insurance policy shall have a limit of liability not less than:

"Use the estimated cost of materials"

The following special provisions and conditions are part of the insurance requirements. SPECIAL

PROVISIONS FOR INSURANCE:

- (1) The offeror shall forward to the City's designated project manager a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the City and shall list the various coverages and limits. Insurance companies providing the

coverage must be acceptable to the City, rated by A.M. Best and carry at least an "A" Rating. In addition to the aforementioned provisions, such insurance policies shall not be changed or canceled, and they will be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the Contract, unless the City's, Office of Risk Management is given 30 days written notice before any change or cancellation is made effective. If requested, The offeror shall directly furnish the Risk Management Office with a certified copy of each insurance policy upon request.

- (2) The initial and subsequent certificates of insurance shall include a description of the contract work and the assigned contract number. Prior to beginning any project work, the insurance requirements as outlined by the Risk Management Office must be approved in writing.
- (3) All insurance shall be procured from insurance or indemnity companies acceptable to the City and licensed and authorized to conduct business in the District of Columbia, State of Maryland and Commonwealth of Virginia. The City's approval or failure to disapprove insurance furnished by the offeror shall not release the offeror of full responsibility for liability for damage and accidents.
- (4) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein the City reserves the right to terminate this contract.
- (5) The offeror shall require each subcontractor at all tiers to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to the City, prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this contract
- (6) Any contract of insurance or indemnification naming the City, or any of the departments, agencies, administrators or authorities as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that the City, et al, are not liable in tort by virtue of being governmental instrumentalities or public or quasi-public bodies.
- (7) In the event the required certificates of insurance as specified herein are not furnished within ten business days prior the execution of the contract, the offeror shall not be permitted to enter upon the property to perform the duties outlined in the contract until all required insurance certificates or evidence of self-insurance has been received.
- (8) The offeror shall, prior to contract execution, and for each extension of the contract, furnish to the Purchasing Agent certificates of insurance as evidence of such insurance coverage stated above. Such insurance certificates shall provide that the Purchasing Agent be notified in writing by the insurer at least 30 days prior to cancellation or material change of any such coverage.

The certificate of insurance should be sent to:

City of Seat Pleasant
Automated Enforcement Program
6011 Addison Rd
Seat Pleasant, MD 20743

4 Proposal Submittals

4.1 Technical/Functional

Each technical proposal shall have the following sections prominently displayed:

1. Title Page
2. Transmittal Letter
3. Table of Contents
4. Technical Response, including.
 - Technical Approach
 - Qualifications Experience and Past performance.
 - Implementation Plan/Project Approach
 - Project Management
5. Minority Business Enterprise Participation
6. Exceptions or Restrictions
7. Audited Annual Financial Report
8. Affidavits, Certifications, and Affirmations
(Proposal response should follow the outline and numbering system shown above)

4.2 Format Description

Each proposal shall conform to the following order and format.

- 4.1.1 Title Page: Each proposal shall begin with a Title Page. It should display the words "RFP No. S25-0001, Automated Enforcement Program. It should also have the name of the company, and name, title, business address and telephone number of the person authorized to obligate the company.
- 4.1.2 Transmittal Letter: The proposal shall include a transmittal letter prepared on the offeror's business stationery. The purpose is to transmit the proposal; therefore, it should be brief. The letter must be signed (**in blue ink**), electronic signature is not acceptable, by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.
- 4.1.3 Table of Contents: The proposal must contain a "table of contents" with page numbers indicated.
- 4.1.4 Technical Response:
 - A. General Requirements: The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the offeror seeking to undertake the Automated Enforcement Program of the City in conformity of the requirements of the RFP. The technical proposal shall address all points outlined in the RFP, excluding any cost information, which should only be included in the sealed cost proposals.
 - B. Prior to opening the Technical Response submittals, the City will assign numerical weights (points) to each of the Evaluation Criteria requirements. The numerical weights (points) will be assigned to assist the Evaluation and Selection Committee in determining the acceptability of each offeror.

C. The following information shall be furnished in the Technical Response portion of the Proposal. Failure to include any of the information requested below in the offeror's Technical Response may result in the offer being considered non-responsive. The offeror is to complete its Technical Response in the same order as the criteria listed below.

1. Technical Approach

- a. The Offeror shall describe how the proposal reflects a complete understanding of the needs of the City in regard to the Automated Enforcement Program. The offeror shall describe precisely how the proposal demonstrates the ability to deliver the full, turnkey system, as required by the RFP. The offeror shall describe precisely how the proposal reflects innovation and efficiency offered by the offeror through alternative solutions or innovations.
- b. The offeror shall describe how the proposal demonstrates the ability to provide the proper equipment, including: Portable Cameras, Handheld Cameras, Replica Cameras, Fixed Cameras, hardware, software, and communications, to meet the unique needs of the City.
- c. The offeror shall describe, including examples when applicable, how the proposal meets the RFP's solution and installation plan, including but not limited to:
 - Quality and accuracy of camera systems, detection methods, images and images cropping.
 - Quality and accuracy of violation processing and review including City review and rejection codes.
 - Quality and accuracy of all printed violations, and other mailings including authorized signature of City reviewer/approver.
 - Site selection methodology.
 - Mandated reporting for internal and external use.
 - Ability to obtain/utilize MVA and other external data.
 - Demonstrated camera system success in other jurisdictions.
 - Redundancy, back-up, and recovery plan.
 - Security, including physical and cyber inscription security, for system and user data.
- d. The offeror shall include a detailed description on how they shall accomplish the determination of the owner of the registration plates. The offeror shall specify safeguards for ensuring accuracy of the information and how changes of address shall be handled. The offeror shall describe similar jurisdictions where proposed registered owner information acquisition solution has proven successful. The offeror shall detail the number of registered owner requests performed annually for each referenced project and detail the registered owner success (hit) rate for each references project.
- e. The offeror shall describe its plan for processing all payments received for the City's Automated Enforcement Program. As detailed below, the

offeror shall describe the capability to handle all payments made in person at City approved locations including the Customer Service Center, electronically paid online, electronically paid by phone, and mailed into an offeror- owned USPS lockbox, including the daily depositing and reconciliation of all receipts. The offeror shall describe its processing for any payments which should be made directly to the courts but have been sent to the City and/or deposited into the City's Automated Enforcement Program.

The offeror shall describe its procedures for processing payments. Such procedures shall include:

- Method for receipt of payments and database applications.
- Ability to apply payments by source (cash, check, money order, or credit card).
- Ability to handle electronic reimbursement.
- Verification of check amounts.
- Batch reconciliation and file update.
- Payment imaging.
- Bonded courier service from lockbox pickup, from Customer Service Center, from City locations, and to financial institution.
- Accepting partial payments.
- Return of payment process (i.e., fraudulent payments, second party checks, etc.)
- Processing exception payments.

The offeror shall describe its compliance with requirements to make deposits into the City's bank account, once each 24 hours during normal banking hours, and an amount equal to the gross receipts of the current day's revenue received. The offeror shall describe its procedures for handling payments received that require additional investigation and research. These procedures should include, but are not limited to:

- Overpayments.
- Unapplied payments.
- Returned checks.

The offeror shall describe its collections strategy to maximize payment to the City in the event the initial two notices do not result in closed accounts. Offeror shall provide examples of other jurisdictions where similar collections strategies have been implemented and detail the collection rates and results for such efforts.

- f. The offeror shall describe violator nonpayment situations resulting in registration non-renewal (flagging and unflagging) with the Maryland Motor Vehicle Administration (MVA). The offeror shall describe flagging and unflagging procedures and technology for requests to be sent to MVA. The offeror shall provide an example of a notice to be mailed (flagging notice) to the violator when MVA is notified of a flag.

- g. The offeror shall describe and provide examples of its reporting mandated by Federal and State law and City Codes. In addition, the offeror shall describe and provide examples of a monthly report including statistical analysis of violations, fines, collections and related data to be produced over the course of the program.

The offeror shall describe the program management software, its capabilities, the proposed database and reporting system that allows statistical analysis of violations and related data over time.

The offeror shall describe and provide examples of its reporting for monthly, quarterly, and annual standardized reports. The city requires ad-hoc reporting (the ability for the city program manager to perform statistical searches and report generation remotely without action by the offeror). The offeror shall indicate what types of data and reports are available from offeror's management software. Please provide sample reports with your proposal including the following partial list of which data and reports will be required.

- Number of possible violations recorded.
- Number of citable violations.
- Traffic volumes and violations by location.
- Number of violations not resulting in citations.
- Breakdown of violation rejection categories and amounts.
- Breakdown of citations by location.
- Number of citations prepared and mailed.
- Number and dollar number of violations mailed, collected, and outstanding, monthly and total to date.
- Status of citations issued (outstanding, paid, in collection status, etc.).
- Customer Service inquiries/issues handled, by telephone, e- mail, and mail, their resolution, wait time, etc.
- Adjudication hearings scheduled and held.
- Disposition of adjudication hearings and fines assessed by the court.
- Equipment hours of service.
- Camera maintenance status and downtime with reasons.
- Registrations flagged and unflagged.
- Frequent violators report by tag (i.e., fleet or company owned vehicles.).
- Frequent violators report by owner (i.e., fleet or company owned vehicles.)
- Monthly report by location that establishes the baseline for analysis of program effectiveness, including installation date, traffic volume, events, citations issued, etc.

- Citywide and by location breakdown of violations by state of registration.
 - Citywide and by location breakdown of traffic volume and speed of vehicles.
 - Citywide and by location breakdown of violations by hour.
- h. The offeror shall explain its proposed Customer Service requirements and Customer Service Center responsibilities including, but not limited to, the following.
- A Customer Service Center facility and staff, provided by the Offeror, with the location and facility approved by the City, centrally located and opened to clients from 8:00 AM through 5:00 PM, Monday through Friday. The Center may be closed on City holidays and for City weather emergencies. During the hours of operation, there shall be live customer service staff able to process payments, arrange requests for court, release flags, and answer questions and inquiries. Customers who walk into the center will be able to view violation images. Each customer shall be assisted within ten (10) minutes.
 - A 24-hour Web-based automated payment shall be established. This program shall allow clients to go online to view their violation, make payments, and receive program information.
 - A telephone Customer Service System that will allow customers to obtain up-to-date citation information and make payments via-telephone from 8:00 AM through 5:00 PM, Monday through Friday. The customer's call shall be answered and handled within ten (10) minutes.
 - All customer visits, calls, Web Service, and correspondence shall be logged and tracked within the citation management system.
 - The Customer Service Center, Web-based payment system and telephone system, shall conform to all local, State, and Federal law requirements and the American Disabilities Act ("ADA") requirements, to include TTY for the hearing impaired.
 - The offeror shall make every effort to work with the City in resolving citizen inquiries or complaints made concerning the Automated Enforcement Program, at a minimum between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The offeror shall establish clear written protocols to be approved by the City for handling citizen complaints.
 - The offeror shall 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 program or a particular traffic citation. The offeror shall describe its customer service experience in similarly sized jurisdictions. The ability to provide Automated Call Handling and Interactive Voice Response technology is preferred for enhanced customer service

- i. The offeror shall describe its maintenance plan in detail, including all available resources and systems for performing scheduled maintenance and tracking issues. This includes all maintenance, service, and repairs of any and all components and processes of the Automated Speed Camera System to include:
 - Guaranteed total replacement of any destroyed or unrepairable (for any reason) deployed camera within three (3) business days of notification by the City.
 - Guaranteed repair of any inoperable (for any reason) deployed camera within one (1) business day of notification by the City.
 - Daily maintenance and support of operations along with a log including camera relocation, preventative maintenance, daily calibration and other calibration tests.
 - Monthly reports including: all maintenance performed, all system errors identified, total non-operational time for each camera and site, and any hardware, software or system security violations.
 - The offeror shall provide a tracking system for monitoring and reviewing the status of technical issues identified by the City's authorized representative.
 - The offeror shall describe its proposed systems for issue tracking, internal self-check capabilities, its ability to shut down or recover due to errors, and how often camera systems will be visited or exchanged for preventive maintenance.
- j. The offeror shall describe its ability to provide read only access of data, for use of City law enforcement investigators. This includes 24/7 search of violator database by location, name, and/or license plate, to locate a crime vehicle or missing/wanted person.

- k. The offeror shall provide examples of Automated Enforcement Program public safety awareness campaigns it has participated in, including media campaigns, diagrams, graphics, sample images, and relevant links. In addition, describe any public hearings the offeror has participated in, to demonstrate the Automated Speed Camera System equipment and program.

2. Qualifications, Experience and Past Performance

- a. The City of Seat Pleasant seeks a financially secure and stable offeror with the human, technical, and financial resources required to provide, implement, and oversee its Automated Enforcement Program. The offeror must describe their company's organization, including financial stability and overall strength. The offeror shall indicate whether the financing required to implement the City's program is already in place or will need to be obtained through third party agreements. Offeror must also provide the full name and address of the proposing firm.

- b. The proposing Offeror must have sufficient experience in providing large scale and full-service systems and services to jurisdictions of similar size and scope to The City of Seat Pleasant within the past five (5) years. Provide a minimum of three (3) references for programs similar in size and scope to this RFP with the contact details of at least three (3) different references at each similar program. Also, for these referenced programs, please provide the statistical data report from each program, showing the degree to which the offeror has sufficient experience in providing similar large scale and full-service systems and services to jurisdictions of similar size and scope to The City of Seat Pleasant, within the past five (5) years, Including:

- Number of installed and operational cameras.
- Traffic volume.
- Number of events photographed.
- Number of uncontrollable rejections, those outside the Offeror's control (missing plate, obstructed plate, paper/dealer plate, funeral procession, emergency vehicle or officer controlled, no MVA record found).
- Number of controlled rejections (such as, but not limited to false camera trigger events, improperly lit or dark images, unreadable/unfocused/washed out plates, vehicles out of position in first or second image, images with unmatched or missing violation data, improper red light).
- Number of citations approved by the Jurisdiction and mailed.
- Number of those citations contested.
- The scope of work performed (such as site analysis, construction, maintenance, field service, event review, owner name and address acquisition, notice and correspondence mailing, payment processing/lockbox management, reporting customer service adjudication

services, training, and public awareness programs).

- Core violation processing system capabilities and ease of use.
- Public information and education strategy.
- Customer services operations.
- Reporting capabilities.
- Court hearing requirements.
- Payment and mail processing options.
- Quality assurance methodology.
- Training, documentation, and technical support.
- Proposed performance levels.
- Experienced staff and key personnel to maintain the operations.
- Registered owner information acquisition process.

c. Describe the offeror's history in the industry using digital technology.

- Describe how the offeror's experience will benefit the City in terms of program success, risk mitigation, and fiscal responsibility.
- Discuss any other offeror experience that may be relevant to the success of the City's Automated Enforcement Program.
- Describe if the offeror has been in any litigation in regarding the Automated Enforcement Program.

3. Implementation Plan/Project Approach

The Offeror shall describe its strategies, methods, and actions, to demonstrate the offeror's abilities to meet the project implementation schedules, program goals, uptime, and the offeror's plans to respond to the customer services requirements of this RFP. The Offeror shall propose a timeline for implementing the system, including installation to full operation and maintenance of the camera system. Please provide a milestone project schedule for system design, construction, camera installation, training, implementation, and maintenance. Describe the extent of the city's involvement in the project, including key decision points at each stage.

4. Project Management

The offeror shall explain how it will supply the required experienced staff, resources, and technical expertise to provide for the program. The offeror shall demonstrate the technical expertise of proposed staff in designing, implementing, and operating photo enforcement and violation processing programs with the full range of ancillary support services.

The offeror shall describe the offeror's project management approach and how it will ensure a successful project for the City. The offeror will describe its project organization for both startup and

ongoing operations. The offeror must include all positions in the organization including number of staff and their office location.

The offeror shall provide a local Project Manager for the project as the single point of contact for the City. The Offeror shall present the skills and qualifications of the proposed Project Manager and the project management team. **NOTE:** By submitting the names of the manager and the management team, the Offeror is committing these persons to the City for the contract duration if awarded the project. No changes to these personnel will be permitted without written authorization from the City. The City reserves the right to reject the proposed project manager

The offeror shall provide the name, address, and telephone number of all subcontractors, if any, proposed for this project. Include a brief qualifications summary discussing the responsibilities and experience of each subcontractor.

4.2.5 Exceptions or Restrictions:

Should the offeror take exception to any provision or requirement of this RFP, it must be indicated in this section.

4.2.6 Audited Annual Financial Report:

The offeror shall provide the most recent audited annual financial report.

4.2.7 Affidavits, Certifications, and Affirmation:

The offeror is required to submit with the proposal certain certifications, affirmations, and affidavits. These forms must be completed by all offerors.

COST PROPOSAL

A separately sealed "Cost Proposal" must be clearly marked and submitted using the Cost Proposal Format provided in this Request for Proposals as Attachment #4. Cost Proposals submitted in any other format will not be accepted. The Cost Proposal must be submitted in an envelope separate from the technical proposal. Technical proposals that contain any cost information shall be deemed non-responsive.

5 Evaluation and Selection

5.1 Selection Process

A Contract will be awarded to the firm whose Technical Proposal best meets with the City's requirements at the time of award, and whose fee structure is in the best interest of the City.

5.2 Evaluation and Selection Committee

The Evaluation and Selection Committee will evaluate all proposals received by the closing deadline. The Committee may request additional technical assistance from any source within the city

5.3 Qualifying Proposal

The Committee shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any requirements of this procurement may disqualify an Offeror's Technical Proposal. The City reserves the right to waive a requirement and/or minor irregularities when it is in the City's best interest to do so. Proposals will not be opened publicly.

5.4 Two Volume Submission

The selection procedure for this procurement requires that evaluation of the Technical Proposal be conducted before the Cost Proposal is distributed to the Evaluation and Selection Committee. Consequently, each proposal must be submitted as two separately sealed enclosures. Failure to comply may constitute disqualification of an offeror's proposal. Proposals will not be opened publicly.

5.5 Cost Proposal

The Cost Proposal is to be clearly marked and submitted in an envelope separate from the Technical Proposal. Offerors are encouraged to provide pricing for all alternative solutions and added services in their proposals.

5.6 Technical Evaluation

After determining compliance with the requirements of this RFP the Evaluation and Selection Committee shall conduct its evaluation of the technical and cost merit of the proposals for only those proposals that were deemed to be in compliance with the requirements of this RFP.

5.7 Final Selection

Based on the proposal that best meets the requirements of this RFP and whose pricing is in the best interest of the city, the Evaluation and Selection Committee will present the proposal to the City Manager for review and final award decision.

5.8 Proposal's Property of the City

All proposals submitted in response to this Request for Proposals become the property of the City and may be appended to any formal documentation which would further define or expand the contractual relationship between the city and the successful offeror.

APPENDICIES

APPENDIX A-1

VENDORS OATH AND CERTIFICATION

"I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no officer or employee of the City whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this contract, unless such interest, ownership or benefit has been specifically authorized by resolution of the Board of Ethics of the City of Seat Pleasant Maryland; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no member of the elected governing body of The City of Seat Pleasant, Maryland, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this contract, unless such officer or employee has been exempted by The City of Seat Pleasant Ethics Board.

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING FAIR LABOR STANDARDS ACT

In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), the implementing rules and regulations thereof, a Certificate of Compliance with the Fair Labor Standards Act of 1938 is required of bidders or prospective contractors receiving a contract or award from The City of Seat Pleasant, Maryland. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

Certification of Bidder

I (We) hereby certify that our firm, as producer of the goods to be purchased by the City of Seat Pleasant, Maryland, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Name of Firm/Partnership/Corporation: _____

Date: _____

STATEMENT OF OWNERSHIP AND BIDDER QUALIFICATION AFFIDAVIT

Part A: Below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from the City of Seat Pleasant.

Part B is an affidavit of "No Conviction" for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article.

NOTE: Submission of completed document is prerequisite to award.

PART "A" – OWNERSHIP Date: _____

1. Full name and address of business: _____

City and State Zip Code Bus. Phone w/area code

2. Is the business incorporated? _____Yes _____No

3. Other names used by business i.e., T/A: _

Non-Corporate Business

If response to Item #2 above is No, list the name and business and residence address of each individual having a 10% or greater financial interest in the business.

Name	Business Address	Residence Address
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Corporate Business Entities

Is the corporation listed on a National Securities Exchange? _____Yes _____No

4. List the names of all officers of the corporation, their business and residence addresses and the date they assumed their respective offices.

Name	Residence Office	Business/Address	Date Office Assumed
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5. List the names of all members of the current Board of Directors, their business and residence addresses, the date each member assumed office and the date his/her term as a Director shall expire (if any).

Name	Residence Business/Address	Date Office Assumed	Date Term of Office Expires
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STATEMENT OF OWNERSHIP AND BIDDER QUALIFICATION AFFIDAVIT

6. List the names and residence addresses of all individuals owning at least ten percent (10%) of the shares of any class of corporate security, including but not limited to stocks of any type or class and serial maturity bonds of any type or class.

Name Residence Address

This Financial Disclosure Statement has been prepared by _____
_____ on this _____ day of _____, 20_____.

Signed by Preparer _____

PART "B" - AFFIDAVIT (BIDDER'S QUALIFICATION STATEMENT)

- 1. I am the _____ of _____ a party interested in obtaining a contract with the City of Seat Pleasant under conditions set forth in documents for Bid No. _____.
- 2. Upon examination of relevant records and to the best of my knowledge, no officer, director, partner or employees of the aforementioned business entity has on the basis of acts committed after July 1, 1977, been convicted of, or entered a plea of nolo contendere to, a charge of bribery, attempted bribery or conspiracy to bribe under the laws of the State of Maryland, any other state, or the federal government other than those listed on the attachment to this affidavit (attachment should list name, title, offense, place and date of conviction or plea);
- 3. I have been authorized to make this statement on behalf of the aforementioned party.

(Signature)

ACKNOWLEDGMENT (Corporate)

I, _____ certify that I am the
Name (Printed)
_____ of _____ and
Title and Business Entity
that _____ who signed the above Affidavit/
Name (Printed)
is _____ of said entity; that I know his/her
Title

signature, and his/her signature thereto is genuine; and that the above Affidavit/Statement of Ownership was duly signed, sealed, and attested for on behalf of said entity by authority of its governing body. Further, under penalty of perjury I solemnly affirm that the contents of the foregoing Affidavit and Statement of Ownership are true to the best of my knowledge, information and belief.

_____(SEAL)
(Name Printed)
_____(SEAL)
(Signature)
_____(SEAL)
Corporate Seal (as applicable)

GENERAL TERMS AND CONDITIONS

The following standard General Terms and Conditions of Contract shall apply to this solicitation and shall be incorporated by reference in the contract documents.

1. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of the appropriations available to each agency for the purchase of such commodities or services. The City's extended obligation of those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year. The City shall notify the offeror as soon as knowledge that funds may not be available for continuance of the contract for each succeeding fiscal year beyond the first year.
2. **PREVAILING LAW:** The Request for Proposals and any resulting contract shall be governed by the laws of the State of Maryland.
3. **CONTINGENCY FEE PROHIBITION:** The offeror hereby represents they have not retained anyone to solicit or secure this contract from the City upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.
4. **CITY HELD HARMLESS:** It is agreed that the offeror shall be responsible for any loss, personal injury, deaths and/or damages that may be done or suffered by any persons solely by reasons of the offeror's negligence or failure to perform any of the obligations which this contract obligates them to perform, and the offeror hereby agrees to indemnify defend and hold the City harmless from any loss, cost damages, and other expenses suffered or incurred by the City solely by reason of the offeror's negligence or failure to perform any of the said obligations. The offeror shall take proper safety and health precautions to protect their work, their employees, the public and the property of others from any damages or injury resulting solely from the performance of their work described herein.
5. **MARYLAND STATE DISCLOSURE:** The offeror shall comply with the provisions of Title 14 of the Election Article of the Annotated Code of Maryland, entitled "Disclosure By Persons Doing Public Business" which requires that every person that enters into contracts, leases, or other agreements with the City, including its agencies, or a political subdivision of the State, under which the person receives in the aggregate either during the two years preceding or after the completion of said contract, lease or agreement, \$100,000 or more, shall file with the State Board certain specified information in include disclosure of political contributions in excess of \$500 to a candidate for elective office.
6. **PROMPT PAYMENT:** The City shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said section.
7. **CONTRACT DISPUTE RESOLUTION:** All claims and disputes arising under the Contract shall be administered by the Contract Administrator and handled in accordance with Maryland Law
8. **TERMINATION FOR DEFAULT:** If the offeror fails to fulfill its obligations under this contract properly and on time or otherwise violates any provision of the contract, the City may terminate the contract by written notice to the offeror. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Offeror shall at the City's option become the City's property. The City shall pay the offeror fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the number of damages caused by the offeror's breach. If the damages are more than the compensation payable to the offeror, the offeror will remain liable after

termination, and the City can affirmatively collect damages or deduct from monies due the offeror on this or other City contracts. Damages may include excess re-procurement costs.

9. **TERMINATION FOR CONVENIENCE**: The performance of work under the contract may be terminated by the City with 30 days advance written notice, or such time as mutually agreeable to the parties not to exceed 30 days, in accordance with this clause in whole, or from time-to-time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the City. The City will pay all reasonable costs associated with this contract that the offeror has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the offeror shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
10. **OSHA REGULATIONS, BLOODBORNE PATHOGENS**: The successful offeror shall, during the course of performance under the proposed contract, comply with Part 1910 of Title 29 of the Code of Federal Regulations (OSHA). This regulation deals with occupational exposures to bloodborne pathogens and other potentially infectious materials. During the performance of contractual requirements, the offeror is expected to be alert to any potentially high risk of exposure opportunities and take all mandated precautionary measures contained in the regulation, including making available Hepatitis B vaccine and vaccination series to all employees who have occupational exposure and post-exposure follow-up following exposure incidents.
11. **ASSIGNMENT OF CONTRACT**: All covenants and agreements herein contained shall extend and be obligatory on the successor and assigns of the offeror. It is mutually understood and agreed that the offeror shall not assign, transfer, convey, sublet or otherwise dispose of its contract or its right, title or interest herein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Purchasing Agent, but in no case shall such consent relieve the offeror from the obligations, or change the terms, of the contract.
12. **NON-DISCRIMINATION**: An offeror who is the recipient of City funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the City. The offeror agrees to be in full compliance with the Federal mandates of the Americans with Disabilities Act. offeror further agrees that this article will be incorporated by the offeror in all contracts entered into with suppliers of materials or services; and offerors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract. The offeror and subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
13. **EMPLOYMENT OF PERSONNEL**: The offeror may not engage on a full-time, part-time or other basis, during the period of the contract, any professional or technical personnel in the employ of the City of Seat Pleasant, former employees of the City government and Prince George's County government within twenty-four (24) months of their separation from employment.
14. **WELFARE TO WORK INITIATIVE**: The City Government actively supports provisions of the Welfare Innovation Act of 1996. offerors responding to this solicitation are encouraged to hire persons enrolled in the "Resource Initiative for Self-Empowerment" Program as part of their proposal.
15. **SEXUAL HARASSMENT**: The City Government is committed to providing a work environment that is free from discrimination, insults, intimidation, and other forms of harassment. The City prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety, and injury. Unwelcome

sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexual harassment by the offeror, its employees, subcontractor and its employees is prohibited. Sexual harassment may also constitute violations of criminal and civil laws of the State of Maryland and the United States. Any sexual harassment constitutes a breach of contract, and thus the offeror will be required to remove the offender from the jobsite, or, at its discretion, terminate the contract.

16. **RELEASE OF INFORMATION:** During the term of the Contract and any period that follows, the offeror may not release any information related to the services or performance of services under the Contract, nor publish any reports or documents relating to the City, the account, or performance of services under the Contract, without prior written consent of the City; and the offeror shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining in any way to the City, the account, or the Contract by the offeror or its agents or employees.
17. **ARREARAGES:** By submitting a response to this solicitation it shall be deemed to represent that offeror is not in arrears in the payment of any obligations due and owing the City and State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract.
18. **TAX EXEMPTIONS:** The City is a Tax-Exempt Entity and will provide an IRS determination upon request
19. **CONTRACT ALTERATIONS:** No alterations or variables in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the Purchasing Agent or his authorized agent.
20. **DEFAULT REMEDIES:** The contract may be canceled or annulled by the Purchasing Agent or his designee in whole or in part by written notice of default to the offeror for any of the following reasons: failure to perform in accordance with contract specifications, failure to make timely delivery of supplies or services as stipulated in the solicitation or proposal, violation of any contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the Contract, or any extension thereof, fraud or misrepresentation on a City contract, or failure to make timely replacement or correction of rejected articles or services. In the event of partial termination for default, the offeror shall continue the performance of the Contract to the extent not terminated.

In the event of default by the offeror, the City may reprocur similar articles or services in such manner as to facilitate the most expeditious delivery or performance.

The offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the offeror is obligated to the City for any excess procurement costs incurred by the City as a result of the offeror's default. Excess procurement costs shall be defined as the difference between the defaulting offeror's Contract price and the price paid by the City for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the City in making the procurement

The offeror agrees by submitting a proposal that such excess procurement costs may be recovered by the City by 1) deduction of such amount from monies owed the offeror on this or any other Contract(s) the offeror may have with the City, 2) by recourse to the offeror's surety, 3) by direct payment by the offeror to the City or 4) legal action against the offeror.

21. **DELINQUENT TAX SETOFFS:** In the event that the offeror owes money to the City as a result of the

entry of judgment, debt arising out of a Contract, default as surety to the City, delinquent taxes or assessments or for any other debt or liquidated damages, the City may withhold and set-off such sums owed to the City from payments owed to the offeror by virtue of this or other contracts.

22. GENERAL GUARANTY:

The offeror agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopied composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other offerors, for which he or his workmen is responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City, Prince George's County, and State of Maryland.

23. CONFLICT OF INTEREST: As a prerequisite for the payment pursuant to the terms of this Contract, there shall be furnished to the City a statement, under oath that no member of the elected governing body the City, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the Contract and that upon request by the City, as a prerequisite to payment pursuant to the terms of this Contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any Contract made or entered into where it is discovered that a violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the City. Whenever any person shall be convicted of falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding \$1,000 or imprisonment not exceeding six (6) months, or both such fine and imprisonment. The provisions of the "Vendor's Oath and Certification" which is attached hereto apply to any Contract entered into by The City of Seat Pleasant, Maryland.

24. VENDOR QUALIFICATION STATEMENT: Vendors hereunder are advised that prior to the contract award, a Vendor's Qualification Statement shall be required under the provisions of Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, as pertains to conviction for bribery.

25. COLLUSIVE BIDDING: The bidder certifies that his proposal is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

- 26. IDENTICAL BIDDING – EXECUTIVE ORDER NO. 10946:** All identical proposals submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000 in total amount shall, at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961, for possible violation and enforcement of antitrust laws.
- 27. PROTESTS:** Any bidder which alleges that it has been or will be improperly denied the award of bid may protest the decision or potential decision of the city after the receipt and opening of proposals. Any protest shall be in writing and filed in duplicate with the City in an envelope marked “PROTEST.” The protest shall set forth the identity of the protestor, the identity of the procurement activity, the basis for the protest, including supporting exhibits and documents, which substantiate the protestor’s allegations. All protests shall be delivered not later than seven days after the protestor knew or should have known the facts and circumstances upon which the protest is based. Based upon the information contained in the protest, the Purchasing Agent, a written decision may be issued as expeditiously as possible. Protests based upon alleged improprieties in any type of solicitation which are apparent before bid opening or the closing date for receipt of proposals shall be delivered before bid opening or closing date for receipt of proposals. Protests not delivered within the time periods specified above shall be untimely.

FORM A BID/PROPOSAL AFFIDAVIT

CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

Part I: I HEREBY AFFIRM THAT:

The business named below is a (Maryland_____) (foreign_____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and addresses of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

[If not applicable, so state]

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

Part II: I FURTHER CERTIFY THAT:

1. I have complied with the applicable tax filing and licensing requirements of The City of Seat Pleasant, Maryland.
2. The filing information is true and correct concerning tax compliance for the past _____ years. Personal Property _____ Current _____ Not Current

City of Seat Pleasant reserves the right to verify the above information with the appropriate Government Authorities.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

(Printed or Typed Name)

Form: Certification -Tax

COST PROPOSALS

Offerors shall present cost proposals in compliance with the laws of the State of Maryland.
There is no designated format for cost proposals