



**CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSALS**

**Photo Enforcement Program
RFP No. 13-2010**

ISSUE DATE: March 30, 2010
DUE DATE: 4:00 PM, May 28, 2010

CONTACT:
Michael Gardner-Sweeney, Transportation Planning and Operations Coordinator
303-441-3162
SweeneyM@bouldercolorado.gov

**CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSALS
RFP NO. 13-2010
PHOTO ENFORCEMENT PROGRAM**

Issued May 4, 2010

The City of Boulder is requesting proposals for purchased services and leasing of equipment in support of the City's Photo Enforcement Program.

The RFP documents are available for inspection and download on the city's website at:

www.bouldercolorado.gov/purchasing

Proposals shall be plainly marked 'RFP No. 13-2010, Photo Enforcement Program, 4 P.M., May 28, 2010 and directed to the attention of Michael Gardner-Sweeney, Transportation Planning and Operation Coordinator. In accordance with the RFP, eight (8) copies of the completed proposal and an electronic PDF version must be received by the City of Boulder Public Works Department, Transportation Division, by 4:00 p.m. Friday, May 28, 2010. The electronic version can be e-mailed or delivered on CD or DVD. Please note that the City of Boulder e-mail system will not allow files larger than 5 million bits to be delivered. The City Public Works/Transportation Division office is located at the Park Central Building, 1739 Broadway, Room 211, Boulder, Colorado, 80302. The mailing address is P.O. Box 791, Boulder Colorado 80306. Electronic submittals can be e-mailed to SweeneyM@bouldercolorado.gov.

Proposals received after the scheduled closing time listed above will not be considered.

Proposals shall be prepared at the bidder's expense and become a city record and therefore a public record. Confidential data, if identified as such, will be held confidential upon request, if the request is made as part of the proposal and if the City Attorney determines the data meets the requirements of the Colorado Public Records Act.

The services upon which proposals are submitted shall equal or exceed the specifications outlined in the RFP. Preference is hereby given to labor, materials, supplies or provisions produced, manufactured or grown in Colorado, quality and price being equal to articles or services offered by competitors outside the State of Colorado.

The lowest responsible and best proposal shall be accepted; provided, however, that the city, acting through its duly authorized representatives, shall have the right to reject any and all proposals and waive any informality or irregularity contained in said proposal.

City of Boulder, Colorado
A Municipal Corporation

By: _____
For the Director of Finance and Record
Ex-officio City Clerk

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City of Boulder, Colorado
Request for Proposals
Photo Enforcement Program
RFP No. 13-2010

1. General Description – The City of Boulder is seeking purchased services and leasing of equipment to support our Photo Enforcement Program. Our program includes two (2) photo-speed enforcement vans and eight (8) red-light cameras. City employees will deploy and operate the photo-speed enforcement vans. Supporting equipment and services will be provided by the selected Contractor.

2. Scope of Services

- a. Photo Speed Enforcement – Dual-camera (digital, front and back cameras). The two photo-speed vehicles will be operated by City employees deputized for this purpose. The units shall include all digital camera/speed detection/video equipment necessary to digitally photograph front and rear views of speed law violators, installed in a vehicle acceptable to the City, supplied by the Contractor. Photo-speed vehicle(s) shall be equipped with the City's standard police radio. The Contractor will supply the vehicle, all peripheral equipment, and be responsible for all repairs to the vehicle and other company equipment, except that the City will provide gasoline.
- b. Red-light Enforcement – The Contractor will provide and operate digital dual-camera (front and back) red-light violation camera systems at the city's eight (8) existing approaches with the potential for adding new sites. Red-light violation enforcement shall include a short video clip of each violation.
 - i. Red-light Camera Sites – The city's eight (8) existing red-light camera sites are:
 1. 28th St. at Arapahoe Ave. westbound (two-lane approach)
 2. 28th St. at Arapahoe Ave. southbound (three-lane approach)
 3. Table Mesa Dr. at Foothills Pkwy. westbound (two-lane approach)
 4. Valmont Rd. at 47th St. westbound (two-lane approach)
 5. 28th St. at Canyon Blvd. southbound (two-lane approach)
 6. 28th St. at Canyon Blvd. northbound (three-lane approach)
 7. Arapahoe Ave. at 30th St. eastbound (three-lane approach)
 8. Baseline Rd. at 27th Way eastbound (three-lane approach)
 - ii. Potential Additional Red-light Camera Sites – The city has received approval from the Colorado Department of Transportation (CDOT) for additional red-light camera sites. The city may choose to add red-light enforcement camera sites at the following approaches:
 1. 28th St. at Iris/Diagonal northbound (two-lane approach)
 2. Broadway at Baseline Rd. northbound (three-lane approach)
 3. Arapahoe Ave. at 30th St. westbound (three-lane approach)
 4. Baseline Rd. at 30th St. eastbound (three-lane approach)
 5. Table Mesa Dr. at Moorhead westbound (three-lane approach)
- c. Violation Processing – Contractor will retrieve violation images from the camera systems and process such violations pursuant to business rules and a noticing cycle established and approved by the City and agreed to by Contractor. The noticing

cycle will not exceed two notices plus a summons and complaint per violation or nomination. Contractor will print all notices and summons and complaints in color.

- i. Program Database – Contractor will establish, maintain and make available to the City an internet-based database of violations recorded by the camera systems. In addition to including all violation images and data, the database shall allow for the following functionalities: (1) cashiering, including real time payment status and receipt printing, (2) mail data and correspondence processing, (3) suspend and disposition processing, (4) hearing scheduling, and (5) citation approval.
- ii. Payment processing/Cashiering – Contractor will establish and service a post office box for the processing of mail-in program payments pursuant to business rules established and approved by the City and agreed to by Contractor. In addition the Contractor will establish and service a pay-by-web function for the processing of program payments pursuant to business rules established and approved by the City and agreed to by Contractor. The database shall allow for the processing of payments at the Boulder Court. The secure on-line Internet site will provide a means for the public to pay their fines that they have received in the mail on a 24 / 7 basis. Pay-by-web shall include the ability to view images of the violation including the short video clip for red-light violations.
 1. Contractor shall provide details of the lockbox processing with details of the Contractor's courier qualifications and accepted forms of payment and deposit information.
 2. Contractor shall provide details of achieving financial processing of lockbox payments into a City designated bank and online payment information regarding daily processing to match Mountain Standard Time.
 3. Contractor shall supply confirmation of compliance with Purchasing Card Industry Standards.
- iii. Internet Viewing – Contractor will maintain secure on-line internet viewing capability for use by Police personnel, Court personnel, Prosecution personnel, Transportation personnel, and members of the public who receive violations in the mail.
- iv. In-state and out-of-state – Contractor shall process all violation images including in-state and out-of-state registered vehicles.
- v. Noticing Cycle –
 1. Notices shall be generated for each captured violation that is not rejected using the City's approved noticing cycle in accordance with agreed upon business rules.
 2. Contractor shall mail duly authorized first and second notices to registered vehicle owners.
 3. Contractors shall submit details of their proposed noticing cycle and include information and best business practices as well as quality control protocols.
 4. Contractor shall provide details concerning returned mail, lack of DMV information, management of rejection of violations captured,

gender issues, accidents, vehicles registered to businesses, speed violations that exceed 25 MPH, receipt of information that the driver pictured is not responsible for the violation, and instances where a new driver is nominated for the violation.

- d. Business Rules – City and Contractor will develop and comply with business rules in the operation of the program.
 - i. Business rules shall be established prior to initiating any violation processing.
 - ii. Business rules shall be established between the Contractor and the City and may only be modified or superseded as agreed to in writing between the Contractor and the City.

- e. Performance Standards – liquidated damages
 - i. Issuance rates – Quality standards for issuance of violation notices will be set through business rules established and approved by the City and agreed to by Contractor. Based on these quality standards the Contractor shall meet the following standards:
 - 1. Photo-speed – For each photo-speed camera system, Contractor shall issue eighty percent (80%) of the violation images captured. Failure to achieve this eighty percent requirement shall subject Contractor to liquidated damages equal to \$250 per each percentage point the monthly issuance rate falls below eighty percent. In no case shall the liquidated damages exceed the monthly lease charge for the photo-speed camera system.
 - 2. Red-light Camera – For each red-light camera approach, Contractor shall issue sixty percent (60%) of the violation images captured. Failure to achieve this sixty percent requirement shall subject Contractor to liquidated damages equal to \$250 per each percentage point the monthly issuance rate falls below sixty percent. In no case shall the liquidated damages exceed the monthly lease charge for the red-light camera system.
 - ii. Issuance of violation notices – For violations mailed to owners of Colorado registered vehicles each month, Contractor shall send initial letters to eighty-five percent of registered owners within seven (7) days of the violation date. The preceding sentence shall not apply to initial letters sent to drivers nominated by registered owners. Failure to achieve this eighty-five percent requirement shall subject Contractor to liquidated damages equal to \$100 per day for each day in excess of seven (7) days from the violation date required to meet the eighty-five percent requirement.
 - iii. Availability of equipment –
 - 1. Failure to repair or replace malfunctioning camera systems within one (1) business day of notice from the City will subject Contractor to liquidated damages equal to a pro-ration of the monthly equipment fee for such Camera System plus \$100 per calendar day for each calendar day in excess of one (1) business day following notice to repair or replace the malfunctioning camera system.

2. Failure to repair or replace an inoperable Photo-speed Vehicle within three (3) business days of notice from the City will subject Contractor to liquidated damages equal to \$200 per business day for each business day in excess of three (3) business days following notice to repair or replace the inoperable Photo-speed Vehicle.
- f. Training – Contractor will provide the necessary training for city employees (operators, administrative support, and management) who will be involved in the operation of all components of the automated enforcement system.
 - i. Initial – Contractor shall provide adequate training at the initial start up of operations.
 - ii. Retraining – Contractor shall provide biannual retraining.
 - iii. Changes in equipment and/or city personnel – Contractor shall provide training when there are changes in equipment, personnel, or processes related to the program.
 - g. Expert Witness Testimony – Contractor will provide expert witnesses as necessary to testify in court proceedings concerning the scientific basis of camera speed and red-light cameras, the acceptance of that basis in the scientific community, and the accuracy, technical operations, testing, necessary level of operator training, and effectiveness of camera speed and red-light cameras as required for contested citations and to establish judicial notice. Up to six days of this service will be at no charge to the City.
 - h. Service of the Red Light Camera Systems – The Contractor will provide adequate support service including field site visits to assure proper operation of the Red Light Camera Systems. Included in this service the Contractor shall provide court testimony supporting the prosecution of red light violations including introduction of the violation, the operation, testing and maintenance of the red light camera system including obtaining annual certification from the Colorado Department of Agriculture Metrology Laboratory, preparing photographs and video recordings of violations for trial, and obtaining certified copies of motor vehicle registration records from the Department of Motor Vehicles. Up to twenty-four days per year of this service will be at no charge to the City.
 - i. Service of the Photo Speed Enforcement Vans – The Contractor will provide adequate support service including field visits as required to assure proper operation of the Photo Speed Enforcement Vans. Included in this service the Contractor shall ensure the radar units are calibrated annually and a certificate of certification is obtained from the Colorado Department of Agriculture Metrology Laboratory. The Contractor shall provide to the City an original copy of this certificate for each radar unit in operation.
 - j. Litigation Support of the Camera-Speed Systems – The Contractor will provide adequate litigation support service including preparing photographs and video recordings of violations for trial.
 - k. Reports – Contractor will provide the City the reports described in Attachment X4, and will satisfy this requirement by making such reports available for on-line review and printing. These reports shall be available on the web within 2 business days of the end of each deployment. The reports shall be available in HTML, PDF, and Excel formats.

3. **Qualification Requirements** –
 - a. Minimum Experience – The Contractor must have a minimum of one year experience providing similar support of a photo enforcement program (speed or red-light enforcement) in the State of Colorado.
4. **Background Information** – The city has operated our photo enforcement program since September/October 1998.
 - a. Program Chronology – A chronology of significant program events is provided in Attachment X1 – Program Chronology.
 - b. Historical Statistics – A summary of historical statistics is provided in Attachment X2 – Program Historical Statistics.
5. **Permits and Licenses** – Contractor will procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of its services; provided, however, that any permits required to install Red Light Camera Systems in the right-of-way will be obtained by the City at its expense.
6. **Implementation Schedule** – The City has a strong interest in expediting implementation. The vendor will provide a schedule including critical “milestones,” leading to implementation.
7. **Legal Conformity** – The Contractor will provide services in conformance with all related city, state and federal ordinances and statues. The following local ordinances and Colorado statues specifically relate to photo enforcement:
 - a. Boulder Revised Code – BRC Section 7-4-74 Automated Enforcement Systems
http://www.colocode.com/boulder2/chapter7-4.htm#section7_4_74
 - b. Colorado Revised Statues – CRS Section 42-4-110.5. Automated vehicle identification systems.
<http://www.michie.com/colorado/lpExt.dll?f=templates&eMail=Y&fn=main-h.htm&cp=cocode/6ffa0/6b3d9/6c643/6c645/6c770/6c855>
8. **Proposal Requirements** – The submittal should be a comprehensive articulation of information necessary to judge the merit of the Contractor’s proposal. It should address the specific issues identified in this request, along with any additional information necessary to judge the capability of the Contractor to provide the services requested. Contractors shall submit eight (8) copies and an electronic version of the proposal. In addition to the information requested above the following information shall be provided:
 - a. Company information, to include years in business, and the number of traffic camera systems currently in operation.
 - b. The names, locations and resumes of company representatives who will be responsible for assisting the City of Boulder.
 - c. Public entities which are currently using your automated enforcement system including primary contacts and telephone numbers, as references.
 - d. A financial statement.
 - e. Proof of insurance coverage.
 - f. Current or pending litigation by or against the company.
 - g. The proposal must be signed by a duly authorized representative of the firm submitting the proposal. The signature shall include the title of the individual signing the proposal.
 - h. Financial Proposal – Attachment X3
 - i. Form 1: Acceptance of Terms and Conditions – Attachment X6

- j. Schedule including critical “milestones,” leading to implementation.
 - k. The proposal shall be delivered to the following address:
 - i. Non-U.S. Mail delivery – City of Boulder, Public Works Department, 1739 Broadway, Room 211, Boulder, CO, 80302, Attention: Michael Gardner-Sweeney
 - ii. U.S. Mail delivery – City of Boulder, Public Works Department, PO Box 791, Boulder, CO, 80306, Attention: Michael Gardner-Sweeney
 - iii. Electronic delivery – SweeneyM@BoulderColorado.gov
 - l. The proposal is prepared at the Contractor's expense and becomes City property, and part of the public record. Confidential data, if identified as such, will be held confidential upon request, if the request is made as part of the proposal and if the City Attorney determines the data meets the requirements of the Colorado Public Records Act.
- 9. Schedule** – This request for proposal will follow the schedule below:
- a. Issue Request for Proposal – April 30, 2010
 - b. Proposal preparation period – April 30, 2010 through May 28, 2010
 - c. Pre-proposal Teleconference – May 6, 2010 from 4:00PM to 5:00PM (Mountain Daylight Savings Time)
 - d. Deadline for receipt of written questions – May 14, 2010
 - e. Proposal Submittal Deadline – May 28, 2010 at 4:00PM (Mountain Daylight Savings Time)
- 10. Communications with the City** – All communications concerning this request for proposal shall be directed to:
- a. Michael J. Gardner-Sweeney, (303) 441-3162, SweeneyM@BoulderColorado.gov
- 11. Pre-proposal Teleconference** – The City will conduct a teleconference at the time and date identified in Section 9. Prospective Contractors can join teleconference discussions by calling (605) 475-4001, Participant Access Code: 202199#. The purpose of the teleconference is to answer questions regarding the request for proposal. Contractors are encouraged to participate but not required to do so in order to be eligible to submit a proposal.
- 12. Questions** – Questions shall be submitted in writing by e-mail, fax or letter, to the city contact person identified above no later than the date and time identified in Section 9. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Contractor of any responsibilities under this request for proposal or any subsequent contract. It is the responsibility of the interested Contractor to assure that they received responses to questions if any are issued.
- 13. Changes to the Request for Proposal/Addenda** – Changes to this request for proposal will be made by formal written addendum issued by the City and shall become part of this request for proposal. It is the responsibility of interested Contractors to assure that they have received Addenda if any are issued.
- 14. Receiving related information and Addenda** – The City will provide related information subsequent to the request for proposal to interested Contractors. The City intends to make this information available on the City website. The City website for this request for proposal and related documents is: http://www.bouldercolorado.gov/index.php?option=com_content&task=view&id=5521&Itemid=2372 . Notwithstanding efforts by the City to provide such notice to known Contractors,

it remains the obligation and responsibility of the Contractor to learn of any addenda, responses, or notices issued by the City. Such efforts by the City to provide notice do not relieve the Contractor from the sole obligation for learning of such material.

15. Selection Process – A City selection committee will review the proposals received, short-list the two to four Contractors it feels are the most responsive, and those short-listed may be invited for an interview. After the interviews, the committee will rank the applicants in order of preference. Once the City has selected its first preference, it will negotiate a contract with the Contractor. If negotiations prove unsuccessful, the Contractor will be notified that the negotiations are terminated. Negotiations will then be commenced with the next preference. The negotiating process will be continued until mutually satisfactory arrangements are made.

- a. The City reserves the right to reject any or all proposals and waive any informalities therein.
- b. The City may require that no Contractor withdraw a proposal for a period of up to forty-five days after the deadline for submitting the proposal but that a proposal may be withdrawn up to twenty-four hours prior to expiration of the deadline for submitting proposals.

16. Selection Criteria – Proposal selection will comply with Boulder Revised Code (BRC) Section 2-8-8 -- Selection of Bids for Consultants, Purchased Services and Insurance.

- a. In determining whether to accept a proposal for consultants' services, purchased services or insurance, the city will determine, based on an evaluation of all of the proposals, which bidder best meets the needs of the city, considering whether each bidder:
 - i. Possesses adequate technical and financial resources to perform the project or services or the ability to obtain the resources required for performance;
 - ii. Possesses necessary experience, organization, and technical skill in the relevant fields or the ability to obtain them, including, without limitation, arrangements with subcontractors;
 - iii. Proposes a reasonable approach to achieve the project or service objectives;
 - iv. Has a satisfactory record of performance in developing and implementing similar projects or providing similar services in other jurisdictions; and
 - v. Will perform the project or services at a reasonable cost, compared with the level of effort to be expended.

17. Sample Contract – A sample contract is provided in Attachment X5. The Contractor shall use Form 1: Acceptance of Terms and Conditions to indicate exceptions taken to any terms and conditions listed in the Sample Contract.

Attachments

- X1 – Program Chronology
- X2 – Program historical statistics
- X3 – Financial Proposal
- X4 – Required Reports
- X5 – Sample Contract
- X6 – Form 1: Acceptance of Terms and Conditions

Attachment X1 – Program Chronology

Date	Event
September 1998	Program initiated – One (1) photo-speed enforcement van and four (4) red-light cameras <u>Red-light Approaches</u> 28th/Arapahoe westbound 28th/Arapahoe southbound Table Mesa/Foothills westbound Valmont/47th westbound
October 2001	One (1) red-light cameras added <u>Red-light Approach</u> 28th/Canyon southbound
November 2001	One (1) red-light cameras added <u>Red-light Approach</u> 28th/Canyon northbound
August 2007	One (1) photo-speed enforcement van added
April 2009	Two (2) red-light cameras added <u>Red-light Approaches</u> Arapahoe/30th eastbound Baseline/27th eastbound

**Attachment X2
City of Boulder
Photo Enforcement Program
Violation History**

Program Element	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Red-light Cameras										
Days of Enforcement in Period	363	365	365	365	366	365	365	365	366	365
Hours of Enforcement in Period	34,343	38,086	52,248	50,817	51,745	51,117	49,044	51,763	52,392	63,263
Violations/Hours of Enforcement	0.56	0.57	0.59	0.48	0.42	0.39	0.35	0.37	0.30	0.30
<u>Violations - Red-light Cameras</u>										
28th/Arapahoe w/b	2,812	2,863	2,284	1,624	925	1,236	1,494	940	1,355	1,122
28th/Arapahoe s/b	9,772	8,179	7,362	6,592	5,908	5,534	4,352	5,530	3,881	3,562
Table Mesa/Foothills w/b	3,795	3,122	3,721	3,907	3,858	2,543	1,935	1,941	1,778	1,395
Valmont/47th w/b	2,925	2,559	2,244	2,227	1,727	1,236	972	1,129	1,032	881
28th/Canyon n/b		2,634	8,403	6,663	6,309	6,406	5,708	5,987	4,732	4,283
28th/Canyon s/b		2,361	6,608	3,436	2,947	2,862	2,624	3,368	2,681	2,758
Arapahoe/30th e/b										1,644
Baseline/27th e/b										3,140
Total Violations - Red-light	19,304	21,718	30,622	24,449	21,674	19,817	17,085	18,895	15,459	18,785
Photo-radar										
Violations - Photo-radar	9,125	12,474	17,871	21,447	24,730	19,716	18,345	19,537	22,845	26,704
Total Program	28,429	34,192	48,493	45,896	46,404	39,533	35,430	38,432	38,304	45,489

Notes:
Significant Colorado Law change
in July 2000

**Attachment X2
City of Boulder
Photo Enforcement Program
Violation History**

Program Element	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Red-light Cameras												
Days of Enforcement in Period	31	28	31	30	31	30	31	31	30	31	30	31
Hours of Enforcement in Period	4,438	4,006	4,438	5,014	5,500	5,565	5,917	5,724	5,725	5,850	5,725	5,361
Violations/Hours of Enforcement	0.23	0.21	0.23	0.25	0.32	0.32	0.36	0.40	0.31	0.28	0.23	0.36
<u>Violations - Red-light Cameras</u>												
28th/Arapahoe w/b	99	70	70	78	77	89	101	137	100	109	80	112
28th/Arapahoe s/b	213	184	222	214	301	367	447	447	318	266	194	389
Table Mesa/Foothills w/b	141	121	133	147	80	88	113	102	125	135	115	95
Valmont/47th w/b	70	59	72	80	89	72	92	82	60	59	59	87
28th/Canyon n/b	299	241	314	281	378	389	473	488	365	355	277	423
28th/Canyon s/b	204	156	200	164	245	293	302	331	232	193	142	296
Arapahoe/30th e/b				108	178	194	223	212	199	180	168	182
Baseline/27th e/b				185	406	315	403	507	355	356	280	333
Total Violations - Red-light	1,026	831	1,011	1,257	1,754	1,807	2,154	2,306	1,754	1,653	1,315	1,917
Photo-radar												
Violations - Photo-radar	1,806	1,630	1,766	2,066	2,876	2,553	2,843	2,923	2,612	2,496	1,983	1,150
Total Program	2,832	2,461	2,777	3,323	4,630	4,360	4,997	5,229	4,366	4,149	3,298	3,067

Notes:
Significant Colorado Law change
in July 2000

Attachment X3
City of Boulder
Photo Enforcement Program
RFP NO. 13-2010
Financial Proposal
Schedule of Services

Item #	Description	Unit	Monthly Quantity	Unit Price	Item Price
Photo-radar					
1	Lease of Photo Van with Photo-speed camera system	month	2		
2	Turnkey Violation Processing (digital image processing, violation input and analysis, DMV records access, "blind" quality control violation analysis, citation issuance, printing and U.S. 1st class mailing of up to two notices, court data transmission of records, standard monthly program management reports, Court packets, Marshal's service packets, special reporting of violators exceeding speed limit by 25 or more m.p.h. Payment processing (by mail (check, credit card) and web)	image*	2,200		
3	Expert Witness Court Testimony (initial six days free)	day	1		
4	Training -- Police Operator, administrative support and management. Initial training, required retraining associated with changes on equipment, and biannual retraining free. Additional training to be provided locally.	day	1		
Red-Light					
5	Lease of Dual Digital Red Light Camera System deployed in unattended housings	month	8		
6	Turnkey Violation Processing (under provisions listed above for photo-speed)	image*	1,400		
7	Red Light Camera Field Service court testimony (twenty-four days of court testimony annually free)	day	1		
8	Expert Witness Court Testimony (initial six days free)	day	1		
Total Estimated Monthly Cost					

* Monthly quantity is only an estimate for proposal purposes.

Financial Proposal - Alternative					
A1	Replacing Item #1 and #2 w/ -- Lease of Photo Van with Photo-speed camera system and associated turnkey violation processing (digital image processing, violation input and analysis, DMV records access, "blind" quality control violation analysis, citation issuance, printing and U.S. 1st class mailing of up to two notices, court data transmission of records, standard monthly program management reports, Court packets, Marshal's service packets, special reporting of violators exceeding speed limit by 25 or more m.p.h. Payment processing (by mail (check, credit card) and web)	month	2		
A2	Replacing Item #5 and #6 w/ -- Lease of Dual Digital Red Light Camera System deployed in unattended housings and associated turnkey violation processing (digital image processing, violation input and analysis, DMV records access, "blind" quality control violation analysis, citation issuance, printing and U.S. 1st class mailing of up to two notices, court data transmission of records, standard monthly program management reports, Court packets, Marshal's service packets, special reporting of violators exceeding speed limit by 25 or more m.p.h. Payment processing (by mail (check, credit card) and web)	month	8		
Total Estimated Monthly Cost (Alternative)					

Attachment X4 – Required Reports

1. Summary reports for both photo-speed and photo red-light listing the total number of violations recorded, issued and rejected. With respect to rejected violations, the reports shall describe the reasons for rejection. With respect to Red Light Camera Systems, the report shall include the total number of vehicles observed.
2. Location reports for both speed and red-light, listing the total number of violations recorded, issued and rejected for each photo-speed and photo red-light location. With respect to rejected violations, the reports shall describe the reasons for rejection. With respect to Red Light Camera Systems, the report shall include the total number of vehicles observed.
3. A report detailing the number of notices mailed/issued by the Program by notice type.
4. A report summarizing the disposition of violations issued by the Program by disposition type. This report shall be categorized by violation month and include current plus trailing eleven months data.
5. A report sufficient to determine compliance with performance standards.
6. A payment detail report listing each violation paid.
7. A payment report summarizing the total amount collected by violation type (excessive speed, school zone excessive speed and red light).
8. A payment rate report by violation type (excessive speed, school zone excessive speed and red light) and notice type. This report shall be categorized by violation month and include current plus trailing eleven months data.
9. Photo-speed summary reports by Officer, Van, Location and Date listing for each photo-speed deployment, the start, end and total time; the posted speed limit, the minimum speed recorded; the maximum speed recorded; total vehicles observed; number and percentage of observed vehicles speeding; violations; number and percentage of observed vehicles violating; violations per hour; average speed of observed vehicles; average speed of violating vehicles; and issuance rate broken down on an hourly basis.
10. A report listing each photo payment processed by payment type (cash, check, money order, mail-in credit card and web credit card) and processor.
11. A report summarizing photo payments by payment type (cash, check, money order, mail-in credit card and web credit card).
12. A report listing the number and amount of photo-speed and photo red light payments processed by Contractor and the Court.

**CITY OF BOULDER
SERVICES CONTRACT**

THIS CONTRACT made and entered into this ____ day of _____, 20__, by and between the CITY OF BOULDER, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Contractor."

RECITALS:

WHEREAS, the City is desirous of contracting with one company for _____ for the period from _____ to _____, inclusive; and

WHEREAS, the Contractor has submitted the lowest and best bid for said _____.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein stated, the parties agree as follows:

1. The City agrees to use the Contractor's services in connection with _____ needed and required by it during the period from _____ to _____, inclusive, and the Contractor covenants and agrees to provide said services as required and requested by the City during said period.

2. It is agreed that the request for bids, the specifications, and the Contractor's proposal, copies of which are hereto attached, are hereby made a part of this Contract, and each of the parties hereto agrees to carry out and perform all of the provisions of said documents upon its part to be performed. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A) The Contract;
- B) The request for bids and specifications; and
- C) The Contractor's proposal.

3. City agrees to pay for said services and materials the prices as set forth in the Contractors proposal.

4. Payment by the City shall be made upon receipt of invoices from the Contractor, which shall be subject to verification as to the cost of materials used, and the time spent in performance of the services. The City shall not be liable for payment for services or materials which do not conform to the Contract documents.

5. The work to be done under this Contract and under the specifications above referred to shall include the furnishings of all materials, labor and equipment therefor.

6. The Contractor agrees that it shall perform all said services and supply the necessary materials to the entire satisfaction of the director of the department requesting said work. All material used and all labor performed shall be subject to the inspection and approval or rejection of the director of the department requesting said work, or his or her authorized agent.

7. The City hereby reserves the right to decide all questions arising as to the proper performance of said services, and as to the quality of the materials used. In the event that the City shall determine that the services are not being performed in accordance with the terms of this Contract, or, if the services be wholly, or in part, negligently, or improperly performed, then written notice of such defect or defects shall be given to the Contractor.

In the event that such defect or defects are not remedied within a reasonable time from the date notice is given, the City may, at its option, declare the Contractor to be in default, either as to the particular work performed and declared to be defective, or as to the entire Contract. In the event the City should declare the Contract to be in default only as to the particular work performed and declared defective, then the City may relet such portion and the costs incurred in consequence of such default may be applied in payment of any money due and owing to the Contractor. If there shall not be a sufficient sum due from the City, then in such case, the costs incurred shall be a just claim against the Contractor and shall be recoverable in any court of competent jurisdiction.

In the event that a default is declared as to work performed and declared defective, it is agreed and understood that such declaration of default shall not in any way relieve the Contractor from any liability for non-performance of the covenants and agreements of this Contract, but the same shall be and remain valid and binding obligations against the Contractor. As to work not declared to be in default, Contractor agrees to complete the same under the terms of this Contract.

8. Contractor agrees to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

A. Workers' Compensation and Employers' Liability

- i. State of Colorado: Statutory
- ii. Applicable Federal: Statutory
- iii. Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
- iv. Waiver of Subrogation

B. Commercial General Liability

- i. Bodily Injury & Property Damage General Aggregate Limit \$1,000,000
- ii. Personal & Advertising Injury Limit \$1,000,000
- iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits

- i. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- ii. Medical Payments per person \$ 5,000
- iii. Uninsured/Underinsured Motorist \$ 100,000

Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

Prior to the execution of this Contract by the City, the Contractor shall forward Certificates of Insurance to Purchasing. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract. Certificate Holder shall be the City of Boulder at 1777 Broadway, P.O. Box 791, Boulder, CO 80306.

All insurance policies (except Workers Compensation) shall include City of Boulder and its elected officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto Liability.

The City requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the City.

The City of Boulder reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI.

Certificates of insurance on all policies shall give the City of Boulder written notice of not less than thirty (30) days prior to cancellation or change in coverage.

9. The Contractor agrees to indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons arising from its performance of this Contract, including property and employees or agents of the City and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the Contractor's operations in connection with this Contract, including operations of sub-contractors and acts or admissions of employees or agents of the Contractor or its sub-contractor.

10. Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

11. The relationship between the Contractor and the City is that of an independent contractor. The Contractor shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. The Contractor shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint venturer of the City. No employee or officer of the City shall supervise the Contractor. **The Contractor is not entitled to worker's compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Contract.**

12. The Contractor agrees that it will not cause or permit any claims in the nature of mechanic's liens for materials or labor placed or used under the terms of this Contract to be filed or served upon the City; and the Contractor hereby guarantees to indemnify and save harmless the City against any and all such claims for liens which may be filed or asserted against any of the work done hereunder.

13. The City agrees that the Contractor shall not be liable for any delay or non-performance due to the failure of the source of supply from which the Contractor obtains the materials to make delivery, or due to delays in transportation, labor strikes, floods, fires, acts of God, or to the acts or regulations of any governmental entity or any branch or agency thereof. The Contractor however, shall not be excused from liability for delays or non-performance caused by events or conditions within its control, nor for delays or non-performance which it could have foreseen and avoided, prevented or significantly ameliorated by exercising reasonable prudence or diligence, nor for any delays or non-performance caused in whole or in part by the Contractor itself.

14. In the event of delay or non-performance by the Contractor for any reasons set forth in paragraph 13 of this Contract, or for any other reason, the City shall be free to obtain said services from other sources without incurring liability or damages to the Contractor therefor.

15. The Contractor shall not assign this Contract without the written consent of the City, which it may withhold at its sole discretion.

16. This Contract shall be subject to the provisions of the Charter, Municipal Code and Ordinances of the City of Boulder.

17. This Contract may be terminated by either party if it has been materially breached by the other party and proper notification is tendered. Notification of intent to terminate this Contract shall be given in writing thirty (30) days prior to the date of termination.

18. The City reserves the right to extend the Contract for additional one year terms, and may grant up to four one year extensions if mutually agreeable by both parties and conditions remain constant. Contract renewals shall be in writing and signed by both parties.

19. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the City and the Contractor that any such party or entity, other than the City or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

20. The waiver of any breach of a term, provision, or requirement of this Contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

21. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by the City pursuant to City rules.

22. The Contractor certifies that the Contractor shall comply with the provisions of section 8-17.5-101 et seq., C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Contractor represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this contract through participation in either the E-Verify or the Department Program; (ii) that the Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while the public contract for services is being performed; and (iii) if the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

CITY OF BOULDER

ATTEST:

City Clerk on behalf of the
Director of Finance and Record

City Manager

APPROVED AS TO FORM:

City Attorney's Office

Attachment X6 – Form 1: Acceptance of Terms and Conditions

Use this form to indicate exceptions that your firm takes to any terms and conditions listed in the Sample Services Contract attached to this request for proposal as Attachment X5. Proposals which take exception to the specifications, terms, or conditions of this bid or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the bid. Certain exceptions may cause the bid to be rejected as non-responsive.

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

List exceptions here:

Signed,

By: _____

Title Date

For: _____