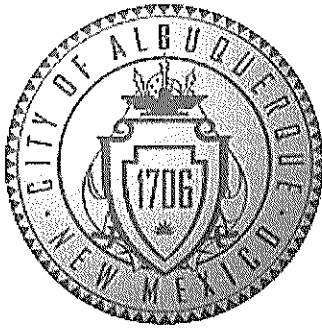


EC-24-231



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

8/7/2024

TO: Dan Lewis, President, City Council

FROM: Timothy M. Keller, Mayor



SUBJECT: Mayor's Recommendation of Award for Automated Speed Enforcement, RFP-2023-349-DMD-EV

The City of Albuquerque's Department of Municipal Development, in conjunction with the Department of Finance, Purchasing Division, issued the RFP for Automated Speed Services.

The RFP was posted on the Purchasing e-Procurement, Bonfire website on February 1, 2024 and advertised in the Albuquerque Journal on February 04, 2024.

The City received five (5) responses to this solicitation. The ad hoc evaluation committee evaluated and scored the proposals received in accordance with the evaluation criteria published in the RFP. After thoroughly reviewing and scoring the proposals, CONDUENT STATE & LOCAL SOLUTIONS, INC. scored the highest of all responsive offerors. The ad hoc committee found CONDUENT STATE & LOCAL SOLUTIONS, INC. to be both responsive and qualified and recommends an award to the offeror named.

I concur with this recommendation.

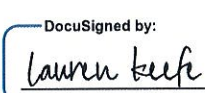
The City of Albuquerque's Department of Municipal Development will manage this contract.



Mayor’s Recommendation of Award for Automated Speed Enforcement, RFP-2023-349-DMD-EV

Approved:

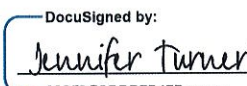
Approved as to Legal Form:


Dr. Samantha Sengel Date
Chief Administrative Officer

DocuSigned by:
 9/11/2024 | 9:56 AM MDT
1A21D96D32C74EE... Date
City Attorney

Recommended:

DocuSigned by:
 9/10/2024 | 4:28 PM MDT
82243C6CDB7B47B... Date
Jennifer Turner
Director

Cover Analysis

1. What is it?

This is a request for approval of the Mayor's Recommendation of Award for RFP 2023-349-DMD-EV "Automated Speed Enforcement."

2. What will this piece of legislation do?

This legislation requests approval of the Mayor's Recommendation of Award for RFP 2023-349-DMD-EV "Automated Speed Enforcement" and authorizes the Department of Finance and Administrative Services and the Department of Municipal Development to negotiate and enter into contracts for services outlined in the scope of RFP 2023-349-DMD-EV.

3. Why is this project needed?

As part of the City of Albuquerque's commitment to safety for all roadway users and Vision Zero efforts to achieve zero traffic deaths and injuries by 2040, the City implemented an Automated Speed Enforcement (ASE) Program in spring 2022. Safe speeds are a core principle of Albuquerque's Vision Zero efforts since we know from comprehensive data that humans are less likely to survive high-speed crashes. High-speed driving increases the frequency and the severity of crashes not only for people driving or passengers inside an automobile but especially for people walking or biking. Automated Speed Enforcement also known as Speed Safety Cameras are a Federal Highway Administration (FHWA) proven safety countermeasure, which means speed safety cameras have been studied and are well-documented to improve safety. Fixed units can reduce crashes on urban principal arterials by up to 54% for all crashes and 47% for injury crashes.

In Albuquerque, driver speeding is a challenge. According to the Albuquerque Police Department (APD), excessive speed plays a role in 25% or more of all fatal crashes in conjunction with other dangerous driving behaviors..

Based on these challenges, the City of Albuquerque started the ASE program to enforce speed limits on streets where speeding drivers negatively impact traffic safety. ASE is a reliable and cost-effective means to prevent further fatalities and injuries and is in the public interest. Today the City has 20 total speed safety cameras. Camera data between May 25, 2022 – May 26, 2024, has shown between a 43% to 89.2% decrease in drivers exceeding the posted speed limit by 10+ miles per hour (mph). Each camera saw between a 0.3 mph to 8.3 mph decrease in average driver speed, which is meaningful because reducing driver speeds by even one mph can result in a 17% decrease in fatal crashes.

The current ASE vendor contract ends on December 5, 2024. This action is critically needed to avoid a gap in the City's ASE program and to ensure a seamless transition between the emergency contract and this RFP Recommendation of Award.

4. How much will it cost and what is the funding source?

Amount of the contract on an annual basis falls within the appropriated amount for FY25.

5. Is there a revenue source associated with this Plan? If so, what level of income is projected?

No additional revenue is expected with this contract.

6. What will happen if the project is not approved?

If this is not approved, the City's current ASE vendor contract ends on December 5, 2024, and the City will be without an ASE vendor to implement the City's ASE Program. Data from the ASE cameras has shown a decrease in drivers exceeding the posted speed limit in locations where there are speed safety cameras. Drivers may return to speeding behavior, which makes Albuquerque's streets unsafe for all roadway users and especially for vulnerable populations such as people walking and biking. High-speed driving increases the frequency and the severity of traffic crashes.

7. Is this service already provided by another entity?

Yes, the City currently has an emergency contract with an ASE vendor, which ends on December 5, 2024. Since it was an emergency procurement, the City was required to go out to RFP to identify an ASE vendor.

FISCAL IMPACT ANALYSIS

TITLE:

R:
FUND: 289
DEPT: 2475000

O:

- X
- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- []
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2025	Fiscal Years 2026	2027	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
[X] Estimated revenues not affected				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

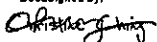
These estimates do not include any adjustment for inflation.
* Range if not easily quantifiable.

Number of Positions created

COMMENTS: Amount of the contract on an annual basis falls within the appropriated amount for FY25

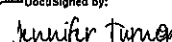
COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

DocuSigned by:


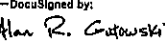
FISCAL ANALYST

APPROVED:

DocuSigned by:
 10/20/2024 | 4:28 PM MDT

DIRECTOR (date)

REVIEWED BY:

DocuSigned by:


EXECUTIVE BUDGET ANALYST

DocuSigned by:
 9/11/2024 | 9:54 AM MDT

BUDGET OFFICER (date)

Signed by:


CITY ECONOMIST



City of Albuquerque
Department of Finance and Administrative Services

Timothy M. Keller, Mayor

Interoffice Memorandum Date 7/18/2024 | 2:07 PM MDT

TO: Dr. Samantha Sengel, Chief Administrative Officer

FROM: Jennifer L. Turner, Director, Department of Municipal Development

SUBJECT: **Recommendation of Award –**
RFP Number: RFP-2023-349-DMD-EV
RFP Name: Automated Speed Enforcement

DS
JT

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation in conjunction with the Department of Municipal Development.

The solicitation was posted on the Purchasing website and advertised in the Albuquerque Journal. The number of responses received for evaluation was five (5).

The Ad Hoc Evaluation Committee evaluated and scored the responses in accordance with the evaluation criteria published in the RFP and recommends award of contract to CONDUENT STATE & LOCAL SOLUTIONS, INC.

I concur with this recommendation. Listed below are the composite scores for the top three (3) responses received:

COMPANY NAME	SCORE
CONDUENT STATE & LOCAL SOLUTIONS, INC	975
NovoaGlobal	900
Verra Mobility	887

The Department that will be managing this contract is the Department of Municipal Development.

DocuSigned by:
Approved: Mariela M Ruiz-Angel 7/19/2024 | 3:50 PM MDT
Dr. Samantha Sengel (Date)
Chief Administrative Officer

Attachment: Scoring Summary



RFP-2023-349-DMD-EV - Automated Speed Enforcement
Scoring Summary

	Total	B-1 - Technical Proposal Format See Section 2.1	B-2 - Experience and Capability See Section 2.2 and hearing schedule and avoid conflicts of interest	B-3 - Technical Ability and Experience See Section 2.3	C-1 - Cost Proposal	E-1 - Provide a breakdown of how your currently installed fixed-camera systems are powered: number of	E-2 - Describe the optimal location where your camera system works most effectively, Section 2.3.1.4	E-3 - Describe a location that had multiple constraints and camera location issues and how you addressed and	E-4 - Give us an example of a location(s) where new technology has made an installation feasible where it	E-5 - Describe your experience with vandalism and theft and your "toolbox" for vandal-proofing and theft-proofing	E-6 - Provide the response time from notification of an outage to getting the camera operational again.	E-7 - Walk us through the customer experience from the point a customer receives an ASE	E-8 - Demonstrate the citation/violation processing system, program, or informational software.	E-9 - Demonstrate how to query customers that call in with questions and how staff will look up their	E-10 - Demonstrate how to run the following reporting requirements: total violations per camera per month	E-11 - Demonstrate how your software produces a query that produces a report for the top reasons people	E-12 - Demonstrate how the community service requirement will be implemented into your current system and
Supplier	/ 1,120.00 pts	/ 50 pts	/ 350 pts	/ 450 pts	/ 150 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts
CONDUENT STATE & LOCAL SOLUTIONS, INC	975	41	304	388	145	7	9	9	9	8	7	8	9	9	8	8	8
NovoaGlobal	900	37	274	350	148	9	7	8	8	7	8	8	7	8	8	8	8
Verra Mobility	887	46	301	366	108	7	7	7	7	4	4	5	5	7	7	4	4
Jenoptik Smart Mobility Solutions LLC	561	28	189	194	150	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Altumnt, Inc.	492	22	198	188	85	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

City of Albuquerque

Request for Proposals

Solicitation Number: RFP-2023-349-DMD-EV

Automated Speed Enforcement
2/1/2024

Non-Mandatory Pre-Proposal Conference: February 20, 2024



Deadline for Receipt of Proposals: April 2, 2024: 4:00 p.m. (Mountain Time)
The City eProcurement System will not allow Proposals to be submitted after this date and time.

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
V2023.08.04 JLB

TABLE OF CONTENTS

	Page
Introduction	3
Part 1 Instructions to Offerors	4
Part 2 Proposal Format	14
Part 3 Scope of Services	16
Part 4 Evaluation of Proposals	17
Appendix A COST PROPOSAL FORM	BONFIRE
Appendix B ITEMIZED COST SHEET	BONFIRE

INTRODUCTION

Purpose

As part of the City of Albuquerque's commitment to safety for all roadway users and Vision Zero efforts to achieve zero traffic deaths and injuries by 2040, the City implemented an Automated Speed Enforcement (ASE) Program in spring 2022. Safe speeds are a core principle of Albuquerque's Vision Zero efforts since we know from comprehensive data that humans are less likely to survive high-speed crashes. High-speed driving increases the frequency and the severity of crashes not only for people driving or inside an automobile but especially for people walking or biking.

Background

Speeding is a serious issue in Albuquerque, but the Albuquerque Police Department ("APD") also has other crime-fighting priorities that require difficult enforcement decisions. In recent years, and especially during the novel COVID-19 pandemic, the City of Albuquerque (the City) experienced a significant number of crashes and speeding violations. Two studies in 2018 and 2019 found that Albuquerque is among the 20 most dangerous cities in the United States for all road users, and especially for people walking and bicycling. More recently, a 2022 study based on data from 2016 – 2020, identified Albuquerque as the second most dangerous metropolitan area in the United States for people walking¹.

It is estimated that excessive speed plays a role in 25% or more of all fatal crashes,² in conjunction with other dangerous driving behaviors. In 2019, ninety-seven (97) people were killed while simply trying to move around Albuquerque, which is the highest number of traffic fatalities in more than 10 years.

Based on these challenges, the City of Albuquerque started the Automated Speed Enforcement program to enforce speed limits on streets where speeding drivers negatively impact traffic safety. ASE is a reliable and cost-effective means to prevent further fatalities and injuries and would be in the public interest. The City's ASE Program is managed by the Department of Municipal Development (DMD) under the City's Vision Zero Program, with staff from APD, the City Clerk's Office, the Mayor's Office, and Parking Divisions also working on and contributing to the program. The City first launched its ASE program on April 25, 2022, with three cameras and staff incrementally added new cameras, with the 20th camera going live on December 5, 2023. The current ASE vendor has a one-year contract with the 20 total cameras, so through an RFP process, the City seeks to identify an ASE vendor to continue to provide ASE services and systems and investigate opportunities for a program with additional cameras beyond the initial 20.

¹ Dangerous by Design 2022. <https://smartgrowthamerica.org/dangerous-by-design/>

² According to APD, the actual percentage is higher because it is up to the officers' discretion whether to record speeding as a contributing factor in car crashes.

For additional information about the City's Automated Speed Enforcement Program, please visit:

- Frequently Asked Questions: <https://www.cabq.gov/automated-speed-enforcement/automated-speed-enforcement-frequently-asked-questions>
- ASE data, forms, camera certificates, Ordinance, Rulemaking: <https://www.cabq.gov/automated-speed-enforcement>
- Translated System Fine Notices: <https://www.cabq.gov/automated-speed-enforcement/translated-citation-documents>

PART 1
INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: RFP-2023-349-DMD-EV, "Automated Speed Enforcement"

1.2 Proposal Due Date: April 2, 2024- NLT 4:00 PM (Local Time)

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

1.2.1 Non-Mandatory Pre-Proposal Conference: This is not a mandatory pre-Proposal conference, but highly recommended. Those vendors who choose not to attend shall be solely responsible for obtaining any additional information, clarifications or addenda resulting from this meeting.

Location: Virtual

Topic: Automated Speed Enforcement Non-Mandatory Pre-Proposal Conference:

Time: Feb 20, 2024 10:00 AM Mountain Time (US and Canada)

Join Zoom Meeting

<https://cabq.zoom.us/j/86408199468>

Meeting ID: 864 0819 9468

1.2.2 Questions: All questions shall be submitted in written format in the City's eProcurement system prior to the close date for questions and answers.

1.3 Purchasing Division: This Request for Proposals ("RFP") is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

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

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

1.5.1 City Public Purchases Ordinance

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

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

1.5.4 Americans with Disabilities Act Compliance: The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated thereunder.

1.5.5 Insurance and Bonding Compliance: Acceptance of Proposal is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

1.5.6 Ethics:

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

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

Offeror's business.

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

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

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

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

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

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

1.6 City Contact: The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation. Offerors who fail to abide by this instruction may be deemed nonresponsive.

- Estevan Vargas, Assistant Procurement Officer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-4945 or E-Mail: efvargas@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the Municipal Development Department, Public Works Division.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein and must be submitted through the City's eProcurement system Bonfire. **The City will not respond to questions that are submitted by any other means than electronically through the City's eProcurement system.** Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

1.9 Submission of Proposals. The Offeror's sealed Proposal must be submitted **electronically** through the eProcurement system pursuant to the following requirements:

1.9.1 Electronic Copy. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of two (2) business days to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please make sure to register on the system in order to receive notices and submit a response to a solicitation. For assistance, please contact support@gobonfire.com. **Failure to submit your proposal electronically through the City's eProcurement system shall result in your proposal being deemed nonresponsive.**

1.9.2 Format. Each file uploaded to the eProcurement System shall be in single PDF format unless otherwise indicated. The City's preferred format is Optical Character Recognition (OCR) searchable PDF format. Do not encrypt files and do not password protect the documents submitted.

1.9.3 ALL PROPOSALS MUST BE RECEIVED BY THE CITY PURCHASING DIVISION AS SPECIFIED HEREIN. FAILURE TO COMPLY WITH THE SUBMISSION REQUIREMENTS SHALL BE CAUSE FOR THE CITY TO DEEM YOUR PROPOSAL NONRESPONSIVE.

1.9.4 No other methods of Proposal delivery. Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

1.9.5 Modification. Proposals may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

1.9.6 Receipt of Proposals. The only acceptable evidence to establish the time of receipt of Proposals by City Purchasing Office is the time-date stamp of the eProcurement System.

1.9.7 Acknowledgment of Addenda to the Request for Proposals. Receipt of Addenda to this RFP by an Offeror must be acknowledged in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

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

1.11 Required Contract Terms: The Required Contract Terms can be accessed at this link <https://www.cabq.gov/dfa/purchasing-division/vendor-services/terms-and-conditions>, click on "Request for Proposals Required Contract Terms". The Offeror certifies that it accepts the Required Contract Terms, or has noted exceptions in its response. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Required Contract Terms. The Required Contract Terms may differ from the terms in the final contract awarded under this RFP.

1.12 Contract Term: The contract resulting from this solicitation is anticipated to have a term of five (5) years with two (2) possible extensions of one (1) year each.

1.13 Evaluation Period: The City reserves the right to analyze, examine and interpret any Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels, in its sole discretion, such an extension would be in the best interest of the City.

1.14 Evaluation Assistance: The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

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

1.16 Award of Contract:

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

1.16.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.

1.17 Cancellation: This RFP may be canceled for any reasons and any and all Proposals may be rejected in whole or in part when it is in the best interests of the City.

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

1.19 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

1.20 Proprietary Data:

1.20.1 The file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection after the recommendation of award of a contract has been approved by the Mayor, or his designee. An Offeror may designate material as Trade Secrets, Proprietary Data, and/or other Confidential Data by clearly marking that material as “Trade Secret”, “Proprietary Data”, or “Confidential Data” within the Proposal submitted (uploaded) in response to this RFP. **Pricing and makes and models or catalog numbers of items offered, delivery terms, and terms of payment shall not be so designated. Further, any Proposal in which a majority of pages are designated as Trade Secret, Proprietary Data, or Confidential Data may be deemed nonresponsive.**

1.20.2 The City will endeavor to restrict distribution of material designated as “Trade Secret”, “Proprietary Data”, or “Confidential Data” and provided separately to only those individuals involved in the review and analysis of the Proposals. However, Offerors are advised that, if a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) (“Act”) is received for such materials, and they are not exempt under the Act, the City is required to disclose those records. The City shall, to the extent possible under the Act, provide the Offeror with notice before any disclosure to allow the Offeror an opportunity, within the Act’s fifteen (15) day deadline, to initiate legal action (such as an injunction or other judicial remedy) to prevent the release of Trade Secret, Proprietary Data, or Confidential Data, should the Offeror wish to do so. **Notwithstanding anything to the contrary herein, the City shall not be responsible to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.**

1.21 Procurement Preferences: A Pay Equity Preference as provided in Section 5-5-31 R.O.A. 1994 (as amended by C/S O-17-33) and the State Preferences as provided in 13-1-21 NMSA 1978 are applicable to this solicitation. To request the application of a

preference, as applicable, Offeror shall submit with its Proposal a City Pay Equity Preference Form or the New Mexico State Certification for the requested preference.

1.22 Request for Proposals Protest Process:

1.22.1 RFP Documents: If the protest concerns the specifications for the RFP or other matters pertaining to the solicitation documents, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m., ten (10) business days prior to the deadline for the receipt of Proposals.

1.22.2 Recommendation of Award: If the protest concerns the Recommendation of Award, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10th) business day after the receipt of notice of the Recommendation of Award.

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

1.22.4 How to File a Protest: Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be electronically delivered via email or mailed. Facsimile, telephonic, telegraphic or any other type of electronic protests will not be accepted.

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

1.22.5.1 The name and address of the protesting party;

1.22.5.2 The number of the competitive solicitation;

1.22.5.3 A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;

1.22.5.4 Details concerning the facts, which support the protest;

1.22.5.5 Attachments of any written evidence available to substantiate the claims of the protest; and

1.22.5.6 A statement specifying the ruling requested.

1.22.6 Delivery of Protests:

1.22.6.1 By Mail: Protests may be mailed in an envelope marked "PROTEST" with the solicitation number. Protests which are mailed should be addressed as follows:

Chief Procurement Officer
City of Albuquerque, Purchasing Division
P.O. Box 1293
Albuquerque, NM 87103
PROTEST, RFP Number

1.22.6.2 By Electronic Mail: Protests may be emailed to:

Jennifer Bradley, Chief Procurement Officer
jbradley@cabq.gov

The message should clearly indicate "PROTEST" and the RFP number in the subject line.

1.22.7 Protest Response by Chief Procurement Officer: The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

1.22.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

1.23 Insurance:

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

1.23.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this

RFP until the required insurance has been obtained and the proper certificates (or policies) are filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

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

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

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

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

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

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

1.23.4 Cyber Liability Coverage: Cyber liability insurance in an amount not less than \$2,000,000 combined single limit of liability per occurrence with a

general aggregate of \$2,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the vendor/contractor may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.

1.23.5 Professional Liability/Medical Malpractice: Professional liability/medical malpractice insurance policy shall be not less than \$5,000,000.

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

1.23.5 Additional Insurance: The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

1.24 Pay Equity Documentation. All Proposals shall include a Pay Equity Reporting Form that can be accessed at <https://www.cabq.gov/gender-pay-equity-initiative>. Offerors who believe they are exempt because they are an out-of-state contractor (meaning that you have no facilities and no employees working in New Mexico) are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying the exempt status checked. **Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31.** A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please contact the "City Contact" identified above in Section 1.6 with any questions about the Pay Equity Reporting Form.

PART 2

PROPOSAL FORMAT

A “Proposal” consists of two distinct sections—a “Technical Proposal” and a “Cost Proposal”—that are submitted separately in Bonfire. Failure to submit the Technical Proposal and Cost proposal separately, shall result in the City deeming your submission non-responsive.

All proposals submitted must conform to the following format requirements. A transmittal signed by a person authorized by the Offeror to engage the City in a contract must be uploaded into the e-Procurement system, Bonfire. Proposals must be submitted electronically on letter-size (8 ½” x 11”) paper. The point size font for text must be 11. Single spacing is acceptable. All documents must contain a one-inch margin.

The City does not need to be sold on the proven safety benefits of implementing speed safety cameras. Proposals must clearly, directly, and concisely respond to the Technical Proposal Format sections below.

Proposals must follow the following order and match the headers:

2.1 Technical Proposal Format

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

2.1.2 Executive Summary. Provide a clear, direct, and concise overview of the Offeror’s solution for the City of Albuquerque, the background and qualifications regarding Automated Speed Enforcement Systems, financial stability, and why the Offeror is the best value choice for the City of Albuquerque. Include any other information the Offeror feels would be relevant or that would serve to distinguish itself from other competing proposals.

2.2 Experience and Capability

2.2.1 Experience, Reputation, Demonstrated Effectiveness, and Automated Speed Enforcement System understanding with regard to speed enforcement systems and staff capability and support.

2.2.1.1 Current Experience. Offerors should clearly demonstrate that they have the knowledge, possession, and ownership of certain equipment, licenses, and processes to implement automated speed enforcement programs. Offerors also must demonstrate they have successfully provided an Automated Speed Enforcement System in large municipalities operating at least fifty (50) or more cameras and the ability to add on additional cameras as requested by the municipality. Include a list of cities with fifty (50) or more cameras where the proposed Automated Speed Enforcement System is currently in use, the operational starting date for each city including the number of locations covered, and the number of cameras in each city. The Offeror will indicate the number of years the Automated Speed Enforcement Systems have been operational for each city. The Offeror must demonstrate that it has sufficient experience in providing large-scale and full-service speed Automated Speed Enforcement Systems and service to cities of similar size. Discuss any other Offeror experience that may be relevant to the success of the speed Automated Speed Enforcement System and services program.

2.2.1.2 Project Management and Key Personnel. Provide a list of professional staff members who will be assigned to this engagement if the proposal is selected. This must also include the experience of any subcontractors. Provide details of each professional staff member's qualifications, including years and types of experience, education, accomplishments, and other relevant information. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement. Identify the staff member that will serve as the primary project manager and liaison. Provide the name, address, and telephone number of all subcontractors, vendors, and insurance providers proposed for this project. Include a brief qualifications summary discussing the responsibilities and experience of each firm.

2.2.1.3 References. Describe your company's relevant experience in assisting similar entities, including any and all services for government agencies, with a particular preference for experience with municipalities of similar scope and size to the City of Albuquerque. List a minimum of three (3) references for the services your company is currently providing or have provided in the past. Provide where and when your firm provided similar services. Also provide year completed, a letter of reference for each regarding the work. References must be for work performed in the past three to five (3 to 5) years. **DO NOT** use City of Albuquerque employees or any City of Albuquerque elected officials as a reference. The City will not contact and will not assign any evaluation points for references from City of Albuquerque employees or elected officials.

2.2.1.4 Collection Agencies. Provide a list of collection agencies that the Offeror has used within the past five (5) years.

2.2.1.5 Customer Service

2.2.1.5.1 Describe your customer service experience in similarly sized jurisdictions.

2.2.1.5.2 Describe the automated tools you have available for customer service representatives to:

- Review account data and violation images
- Send automated correspondence
- Initiate violation reviews
- Suspend account activity as appropriate
- Pay or contest the violation, including community service options

2.2.1.5.3 Describe your system for generating correspondence to citizen inquiries. Attach samples of the correspondence with the City of Albuquerque logo to your Proposal as exhibits and upload into Bonfire.

2.2.1.5.4 Describe your methodology for handling, processing, and tracking incoming and outgoing correspondence.

2.2.1.6 Training and support. Describe how your staff would provide reasonable and necessary training in the overall operation of the Automated Speed Enforcement System. Describe how you would train staff to use your software to query data and information. Describe the proposed training options available. Describe your understanding and ability to meet the training and support sections of Part 3 Scope of Services.

2.2.1.7 Expert Witness Testimony. Describe your ability and experience to provide staff support in preparing evidence files for hearings and if necessary witnesses to testify to the accuracy, operations, and reliability of speed cameras and related equipment for contested complaints.

2.2.1.8 Information Security. Describe your understanding and ability to meet the Information security section in Part 3 Scope of Services. Proposals should include how privacy concerns have been addressed in similar environments with similar equipment.

2.2.1.9 Public information, education, and publicity for the program. Describe your ability to provide staff support in putting together necessary information for Inspection of Public Records Act (IPRA) requests. Provide clear, communicative, and professional examples of speed enforcement

community awareness campaigns you either led or participated in and/or community awareness activities you wish to propose as part of your proposal.

2.2.1.10 Expansion capabilities. Describe your ability and staff support to incrementally increase the number of Automated Speed Enforcement Systems. Clearly address potential interoperability with other potential future automated enforcement systems or the ability to co-locate automated systems as identified in the Expansion capabilities section of the Part 3 Section 3.5.

2.3 Technical Ability and Experience

2.3.1 Demonstrated technical and network experience, technical ability, and resource availability

2.3.1 Site planning, selection, analysis, design, and installation

2.3.1.1 An “Automated Speed Enforcement System” for purposes of this RFP and your proposal is defined in Section 3.2.1.

2.3.1.2 Submit a Project Work Plan that includes a transition plan and implementation timeline for the following services:

- Offeror’s approach to implementing an ASE program in Albuquerque
- Transition plan – the City currently has 20 camera systems
- Setting up vendor systems such as violation processing software and including community service
- Website mockup (including community service)
- Sample violation, correspondence (warning, default) Attach samples of violations, warnings, default, or other correspondence to your Proposal as exhibits and upload into Bonfire.
- Installation of cameras timeline
- Plan and schedule in the event a camera is damaged, stolen, or vandalized

2.3.1.3 Provide examples of where you have implemented your strategy and provide contact information for each city referenced.

2.3.1.4 Provide details on your installation methodology.

2.3.1.5 Describe other jurisdictions where the proposed system successfully interfaces with an existing system.

2.3.1.6 Provide camera specifications.

2.3.1.7 Demonstrate the ability for your camera to cover three (3) or more travel lanes. If the you have cameras that cover four (4) or more travel lane, provide that information.

2.3.1.8 Clearly describe the proposed Automated Speed Enforcement System, including Automated Speed Enforcement System capabilities and features, Automated Speed Enforcement System housing and pole, flash units, and processing capabilities. Include a list of cities where the proposed Automated Speed Enforcement System is currently in use, the operational starting date for each city including the number of streets covered and the number of Automated Speed Enforcement System in each city. Indicated the number of years the Automated Speed Enforcement System have been operational for each city with fifty (50) or more cameras.

2.3.1.9 Include and clearly explain the method proposed for violation detection. Include a detailed description of the method and record of accuracy of the violation detection protocol proposed. Include a list of cities where the violation detection method is employed.

2.3.1.10 Demonstrate your understanding and ability to meet Part 3 Section 3.6 Citation/violation data, preparation, processing services and payment processing, and customer service and Part 3 Section 3.8 Reporting, data analysis.

- Provide a detailed description of the violation processing system. The description should include: capabilities, security and auditing ability, capacity, features, available modules, support.
- The Offeror's printed citations/violations must meet the requirements outlined. If your proposed system operates differently, you may suggest alternatives.
- Demonstrate your understanding and ability to comply with Part 3, Section 3.2.16.

2.3.1.11 Software/Technology/Reporting/Data Analysis: Explain the user-friendliness of your citation/violation processing system or program or informational software. Describe your ability to meet citation/violation data, preparation, and processing services and payment processing as defined within Part 3 Scope of Services. Describe your ability to create reports, pull data, create pre-set or pre-existing reports (templates), and an intuitive graphical user interface (no coding needed on the user end). Indicate what types of data reports are available. Sample reports should be submitted with the proposal as exhibits. Describe if the citation/violation program or informational software allows for statistical analysis of violations and related

program data over time. Describe the program or informational software and its capabilities and its ability to provide record-keeping and tracking functions for all citations/violations from issuance through final disposition.

2.3.1.12 Explain your ability to set up a variety of different City users on the program or information software site and customize each City user's access to custom reports to be produced from an array of preset or customized factors.

2.3.1.13 Explain what options you have to integrate license plate readers (LPR) into cameras immediately or at a future time.

2.3.1.14 Explain your ability to integrate into the City's Parking Division to export information for vehicles with recurring violations to meet the City's Ordinance that empowers the Parking Division to boot vehicles with two or more violations in default. Explain your ability to integrate data from the Albuquerque Police Department (APD) such as lists of stolen vehicles that may have received a violation.

2.3.1.15 Describe your proposed internet payment solutions. Describe your payment reconciliation methodology.

2.3.1.16 Describe your ability to track and schedule hearings and export all required data to any /all government agencies as needed or required. Your system must include integration and the ability for the City Clerk's Office to track and query individuals who provide paperwork for a paper hearing (e-hearing).

2.3.1.17 Describe your Automated Speed Enforcement System options: different fixed camera options, power options (solar, battery, or electricity), and a variety of mounting options on existing City assets or the Offeror providing mounting pole options.

2.3.1.18 Clearly explain the program or information management software and its capabilities. Attach samples of reports to your Proposal as exhibits and upload into Bonfire.

2.3.1.19 Demonstrate your understanding and ability to meet the Equipment operations and maintenance section of Part 3 Scope of Services. Submitted a detailed maintenance plan as an exhibit to your Proposal, which includes all elements listed Part 3 Section 3.3 Equipment operations and maintenance as well as a staffing plan for maintenance functions. Describe the plan for any necessary repairs, including emergencies and maintenance of Automated Speed Enforcement Systems. Provide a detailed description concerning the availability of its technicians if a camera becomes inoperable. Explain whether cameras may include GPS within the device. Demonstrate

cameras are durable and can prevent, deter, and/or sustain vandalism, and camera technology.

2.3.1.20 Demonstrate your understanding and ability to meet the calibration and accuracy section of Part 3 Section 3.7.

2.3.1.21 Indicate whether your proposal or the services it contemplates will include any use of artificial intelligence and/or machine learning. If so, please identify and describe the tool, the scope of how it may be utilized, and what oversight or control you have over its efficacy and impact.

2.4 Cost Proposal Format

2.4.1 Total Cost: Submit your Cost Proposal (Appendix A) separately from your Technical Proposal (upload Appendix A in the City's eProcurement system). **Failure to submit your Appendix A Cost Proposal separately from your Technical Proposal shall result in your entire proposal being deemed non-responsive.**

2.4.2 All Costs: The successful Offeror shall be fully responsible for all initial costs associated with system development and installation, which includes System Development Costs, until such time that the first camera is operational and goes live. Thereafter, System Development Costs shall be reimbursed solely out of revenue collected from operational and live cameras on a monthly basis, until such time System Development Costs are fully reimbursed to the successful Offeror. All costs, including System Development Costs and monthly per camera costs, shall be paid through revenue collected from operational and live cameras. If revenue collected is not sufficient to reimburse System Development Costs or monthly per camera costs, the net difference will be carried over to the following billable month. Monthly payments out of revenue collected shall first pay per camera monthly costs, including any monthly camera costs carried over from previous month(s), and remaining revenue, if any, shall then be used to reimburse any remaining System Development Costs. The City reserves the right to deduct any internal costs of operating the camera system, including City staff costs, and any liquidated damages, described in Section 3.3.5 herein, out of the revenue collected prior to determining available revenue collected to be used to pay the successful Offeror monthly camera costs or reimbursement of System Development Costs. Unless otherwise agreed to in writing by the parties, Successful Offer agrees the camera system, including all costs associated with its development, installation, operation, and management, whether incurred by the successful Offeror or the City, shall be paid for solely through revenue collected from operational and live cameras. The City shall not be responsible for any costs or reimbursement to the successful Offeror beyond revenue collected from operational and live cameras.

2.4.3 Your response to this section will be used in performing a cost/price analysis.

2.4.4 Itemized Cost Sheet: Submit your Itemized Cost Sheet (Appendix B) separately from your Technical Proposal (upload Appendix B in the City's eProcurement system). **This Appendix B is not scored and is for reference only. Failure to submit your Appendix B Itemized Cost Sheet separately from your Technical Proposal shall result in your entire proposal being deemed non-responsive.**

PART 3 SCOPE OF SERVICES

3.1 Project management and Key Personnel

3.1.1 The successful Offeror shall provide strong communication and coordination skills, establish staff, operate, and maintain the Automated Speed Enforcement program.

3.1.2 The successful Offeror shall coordinate with various City Departments, including but not limited to the Department of Municipal Development, Albuquerque Police Department, City Clerk's Office, the Mayor's office, and, at the State level, the New Mexico Department of Transportation.

3.1.3 The successful Offeror shall work with the City in resolving citizen inquiries or complaints made concerning the use of automated speed camera enforcement technology, including access to the successful Offeror's system for accepting in-person payments.

3.1.4 The successful Offeror shall assist the City in establishing a clear written protocol to be approved by the City for handling citizen complaints. The successful Offeror shall track and document all contacts with the public.

3.1.5 The successful Offeror shall provide a toll-free public number for citizen inquiries open for business between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday mountain standard time (MST).

3.1.6 The successful Offeror shall establish, staff, and operate a customer service operation with trained customer service representatives (CSRs) to handle the call volumes and citizen questions about the Automated Speed Enforcement program or a particular traffic citation/violation.

3.1.7 The successful Offeror shall provide adequate staffing to perform all services pursuant to this RFP.

3.1.8 The successful Offeror shall generate all out-going correspondence and provide detailed descriptions of each letter.

3.2 Site planning, selection, analysis, design, and installation

3.2.1 An Automated Speed Enforcement System is defined as inclusive of all equipment, software, violation processing system, community service sign up, and personnel required for the photo enforcement of speed violations in concert with the City of Albuquerque. The successful Offeror shall install all hardware, including the traffic violation detection system. Required hardware will include, at a minimum, all

computer interfaces, software, cameras, poles, violation detection system, wiring, and any necessary appurtenances to support a fully functional Automated Speed Enforcement System day and night.

3.2.2 The successful Offeror shall provide subject matter expertise and best practices in the placement and installation of the Automated Speed Enforcement Systems.

3.2.3 The City of Albuquerque will be responsible for the final site selection.

3.2.4 The successful Offeror is responsible for all costs associated with the installation and maintenance of cameras. The successful Offeror's Automated Speed Enforcement camera systems must be easily portable and may allow for a single camera system to be rotated between several camera housings. The successful Offeror shall anticipate the ability to tie into existing City assets or infrastructure such as light poles, however, there may be locations where the successful Offeror may be required to install standalone options to deploy cameras, up to and including solar or batteries.

3.1.2.5 The successful Offeror shall provide and install all related equipment needed to identify and photograph motor vehicles violating speed limits. Each camera will monitor speed violations from a single approach, and be able to capture multi-vehicles in multi-lanes simultaneously according to the specifications outlined in this RFP. Equipment must be the most accurate and up-to-date technology available.

3.1.2.6 The successful Offeror shall provide all signs, which will alert drivers to the presence of the Automated Speed Enforcement System. The City will be responsible for installing any signage.

3.1.2.7 The successful Offeror shall provide and install the camera boxes, sensors, related wiring and any ancillary equipment necessary to make the Automated Speed Enforcement System operational. All successful Offeror's equipment, including the junction box, shall be marked with the successful Offeror's name and emergency contact information. Installation of the system will be completed on a written schedule agreed to by the City of Albuquerque. The successful Offeror shall pay for all upgrades required by NMDOT or the City of Albuquerque, including all licensing and permits required by either entity. All replacement equipment must be the most accurate and up-to-date technology available.

3.1.2.8 The successful Offeror shall install the systems within ninety (90) days of approved written notification by the City, unless otherwise agreed to by the parties.

3.1.2.9 The successful Offeror shall comply with the Project Work Plan that includes a transition plan and implementation timeline submitted with the proposal.

3.2.10 The successful Offeror's system shall be capable of interfacing or have the ability to integrate City data into the system and exporting all data and images with other City databases as required. The City's Parking Division is empowered to boot vehicles with

two or more violations in default and the Albuquerque Police Department has lists of stolen vehicles. The City Clerk's Office manages hearings. These data need to interface with the Offeror's system to be able to track, remove, query data.

3.2.11 The successful Offeror shall use an traffic data collection system (such as Armadillo Tracker) to evaluate sites for speeding concerns at the request of the City.

3.2.12 The successful Offeror shall provide a fixed Automated Speed Enforcement System. The City is not interested in camera vans or vans with cameras. For the purposes of this RFP, assume there will be no portable or mobile units.

3.2.13 The successful Offeror shall provide a digital Automated Speed Enforcement System of sufficient quality to provide clear color images, for installation at each selected location.

3.2.14 The successful Offeror's cameras shall be capable of operating effectively in all weather conditions including heat, cold, wet, and all times of day/night.

3.2.15 The successful Offeror's system shall include cameras that are fully automated with regard to set-up, settings, and focusing. The successful Offeror's system shall include one (1) camera to cover at least three (3) travel lanes.

3.2.16 The successful Offeror's system shall include Automated Speed Enforcement System cameras that are capable of capturing the rear of vehicles whose drivers commit a speed violation. The camera must obtain a clear image of the rear of vehicles and the license plate. The camera must be able to capture at least three (3) color photographs per violation. The first photo must depict the vehicle operating at least ten (10) miles over the posted speed limit. The second photograph must depict the vehicle continuing to operate at least ten (10) miles over the posted speed limit at a location further down the road. The third photograph must depict a cropped view of the vehicle's license tag.

3.2.17 Images must be clearly discernible and visible to the naked eye, without the use of enhancement equipment to view the photograph of the vehicle in violation. The equipment shall provide a color image of the rear license plate of the vehicle in violation. Furthermore, the Automated Speed Enforcement System shall capture all images in color at all times of day/night and under all weather conditions.

3.2.18 The successful Offeror's Automated Speed Enforcement System shall be equipped with a computer interface and shall have sufficient computer support and associated equipment to record, document and track speed enforcement data for record keeping and adjudication purposes.

3.2.19 The Automated Speed Enforcement System should be capable of gathering and producing to the City daily/monthly location traffic information for statistical analysis to include speeds, speed violations, and traffic volume and associated averages. Traffic

data must continue to be captured during periods when the camera is placed in a “quiet” mode or that setting where the Automated Speed Enforcement System is not in an enforcement mode.

3.2.20 City personnel must be able to review monthly reports and review/update violator account information online or within the Offeror’s violating processing system. The system must allow the City personnel to review all relevant account information.

3.2.21 The successful Offeror shall provide the City monthly, quarterly, and yearly standardized written reports to include those noted throughout this RFP as well as reports summarizing and detailing the program camera performance and financial reports, in addition to any other reports requested by the City.

3.3 Equipment operations and maintenance

3.3.1 The successful Offeror’s system may include options to track devices with GPS or other relevant technology.

3.3.2 The successful Offeror’s system shall include the ability for cameras to have or add on license plate readers (LPRs).

3.3.3 The successful Offeror’s system shall be responsible for changing and/or swapping batteries for camera units (if necessary).

3.3.4 Upon written approval by the City, the successful Offeror shall remove obstructions that interfere with clear vision of signs and signals. All costs related to the removal of obstructions or other measures to alleviate obstructions will be absorbed by the successful Offeror.

3.3.5 The successful shall maintain all Offeror–supplied equipment. The successful Offeror shall conduct daily verifications of each site’s operational status and shall immediately notify the City of any camera or system malfunction. Any camera or system malfunction must be repaired or replaced within 48 hours of its discovery unless otherwise approved in writing by the City. Time is of the essence for repair or replacement of the system and cameras and any excessive downtime of the system or a camera will have significant negative effects to the safety of the citizens of Albuquerque and the City’s ability to effectively manage the ASE program to achieve its goal of zero traffic deaths and injuries by 2040. For these reasons, for each hour exceeding the forty-eight (48) hour period allotted time for repair or replacement of inoperable equipment, the successful Offeror will pay the City reasonable liquidated damages at the hourly rate of one hundred fifty dollars (\$150.00) per piece of inoperable equipment or per camera location at which inoperable equipment is located. These liquidated damages will accrue hourly until the repair or replacement is completed and the equipment is functioning to the satisfaction of the City and will be provided to compensate the City for losses it will suffer in connection with the inoperable equipment that would otherwise be a critical element of the City’s speed

enforcement program. Any assessed liquidated damages will be deducted from the next invoice submitted to the City by the successful Offeror.

3.3.6 The successful Offeror shall provide a quality assurance check at a minimum of one (1) time daily, or otherwise requested by the City, on each photo enforcement system seven (7) days a week. The successful Offeror shall also provide routine preventive maintenance. The successful Offeror must provide written system status reports upon request. Reports must include the maintenance performed, problems detected and out-of-service time for each unit. Reports must be made electronically to the City and its designated representatives. These reports must be accurate and include all maintenance, repairs and replacements performed on all cameras. When the system is found to be inoperable, the City must be notified immediately.

3.3.7 The successful Offeror shall conduct regular inspections of equipment, and poles (if installed by successful Offeror) related to the system. The equipment will be checked for damage, vandalism, structural integrity, and unauthorized posting of materials or graffiti. Repairs, cleaning and replacement of poles (if installed by successful Offeror) and equipment are to be done in adherence with the provisions of this contract resulting from this RFP. Unauthorized postings and graffiti will be removed expeditiously and costs will be absorbed by the successful Offeror.

3.3.8 The successful Offeror shall conduct maintenance of each Automated Speed Enforcement System with minimal traffic lane obstruction. The City reserves the right to limit the days, hours, and locations at which service vehicles may park to perform system maintenance. The successful Offeror may be required to obtain a City barricading permit or a NMDOT traffic control permit for installation and maintenance.

3.4 Training and support

3.4.1 The successful Offeror shall provide reasonable and necessary training in the operation of Automated Speed Enforcement program and Automated Speed Enforcement Systems to appropriate City staff. This training may include information on how they operate, violation processing, or any other pertinent information related to the Automated Speed Enforcement Systems or the management of an Automated Speed Enforcement program. The content and timing of the training shall be at the discretion of the City.

3.4.2 The training must be conducted virtually via Zoom or other online meeting software or within the City of Albuquerque at a site and time approved by the City.

3.5 Expansion capabilities

3.5.1 The successful Offeror's system shall include the ability for successful Offeror to increase the number of Automated Speed Enforcement Systems.

3.5.2 The successful Offeror's system may include interoperability with other potential future automated enforcement systems or the ability to co-locate with other automated enforcement systems the City may wish to implement in the future if it is legally permitted and if determined to be in the best interest of the City. Other automated enforcement systems may include school zone enforcement, block the box, transit lane only, or others.

3.6 Citation/violation data, preparation, processing services and payment processing, and customer service

3.6.1 The successful Offeror's system shall have the capacity to easily prepare, process, and mail citations/violations and to track data, search, sort, enter information related to citations/violations. The system should be capable of reviewing violation events, name and address acquisition, notice mailing, payment processing, signing up for and tracking community service, hearings, customer service, and collections. The successful Offeror must strictly adhere to any and all timelines established by the City concerning the processing of said violations and will further abide by any and all local and state laws and regulations pertaining to the Automated Speed Enforcement System.

3.6.2 The successful Offeror's system shall have the capacity to handle a high volume of speed violations.

3.6.3 The successful Offeror's database shall provide standard relational database functions to allow the Offeror and City to easily enter, access, search, and sort the violator database by various parameters including, but not limited to:

- Date of violation
- A unique violation incident number
- Time of violation
- Location of violation
- Vehicle registration plate information
- Vehicle registration plate – issuing state
- Registered owner of vehicle
- Date of notice
- Adjudication status
- Hearing date and time

3.6.4 The successful Offeror's system shall accept all statistical data from Automated Speed Enforcement Systems used by the City, regardless of camera type. The core system must contain all camera data and citation/violation processing data within a single point of access or single database.

3.6.5 The successful Offeror's system shall allow the Albuquerque Police Department (APD) to review and approve all warnings and citations/violations, including the ability to log into the successful Offeror's system. All citations/violations must be in accordance with City approved format.

3.6.6 The successful Offeror shall provide the vehicle owner with the option of identifying the driver of the vehicle at the time of the violation through a notarized Owner's Affidavit. The successful Offeror shall meet this requirement and shall perform all associated mailings at no additional costs to the City.

3.6.7 The successful Offeror's system shall include the ability to integrate a community service sign up within the successful Offeror's website. The City's system allows those that receive a citation/violation to choose community service in lieu of payment.

3.6.8 The successful Offeror's system shall include the ability for people that receive a violation to schedule a hearing or e-hearing.

3.6.9 The successful Offeror's system shall include ability to accept payments for violations, at a minimum through a website, mail, phone, and accept different forms of payment.

3.6.10 The successful Offeror shall use Remote Deposit Capture technology for payments made by checks.

3.6.11 The successful Offeror's system shall allow designated City staff to review reports and review/update violator account information online. The system must allow the authorized personnel to review all relevant account information to include, at a minimum:

- The vehicle registration plate numbers
- The state of issuance for the vehicle registration plate
- The vehicle registration plate type
- Name and address of the registered vehicle owner
- The date of the violation event
- The time of the violation event
- The location of the violation event
- All three digitized images demonstrating the violation and tag close-up
- Payment status; including date money was applied and if applicable, image of check or money order
- Hearing status
- Digitally imaged correspondence
- Standardized monthly reports (must have ability to review and print reports)
- Zooming capability in order to enhance image clarity
- Include in queue history tracking of incident to include date/time and individual who completed action
- All customer related notes; any contact with customers must be documented

3.6.12 The successful Offeror's system shall show dates of each step of violation process and present status of incident.

3.6.13 The successful Offeror's system shall allow designated City staff to track, query and export all information related to the City's Automated Speed Enforcement system into a report format, including raw data, and at a minimum download violation images for printing or mailing to citizens and ability to suspend activity on accounts until further research is completed in special circumstances.

3.6.14 On all approved violations, the successful Offeror shall provide personnel to view all digitally recorded images and enter event data, including:

- Vehicle registration plate number characters
- State of issuance for vehicle registration plate
- Vehicle registration plate type
- Date of the violation event
- Time of the violation event
- Location of the violation event
- Successful Offeror's assigned reference number to be determined at the direction of the City
- Speed time

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

3.6.16 The successful Offeror's printed citations/violation shall include three-color digitized violation images of a quality acceptable to the City. The citations/violations must include the electronic signature of the officer who approved the citation. The first image must clearly show the vehicle at the designated camera location and record the speed of the vehicle equal to or greater than ten (10) miles per hour over the speed limit or equal to or greater than five (5) miles per hour over the speed limit within a safety zone. Safety zone means any area that is permanently or temporarily designated as a school zone, construction zones or safety zone pursuant to ROA 1994, Sections 8-1-2-7 and 8-1-2-22 or NMSA 1978, Section 66-1-4.16. The second image must show the same vehicle exceeding the posted speed limit by at least ten (10) miles per hour at a designated camera location approximately 100 feet from the first designated camera location. The third image must be cropped, scaled, user-selected sub-image of the vehicle's registration plate, clearly readable to the average naked eye. Printed citations/violations must also include the date and time of the violation, the location of the violation, the dollar amount of the civil penalty imposed and the date by which the civil monetary penalty must be paid.

3.6.17 The successful Offeror's system shall provide all violations and notifications as a link for people to view in various languages at the City's discretion, to include but may not be limited to the following languages:

- Spanish
- Dine (Navajo)

- Vietnamese
- Chinese (Mandarin)
- Arabic (Iraqi)
- Swahili

3.6.18 The successful Offeror shall mail law enforcement approved citations/violations with return envelope by first class mail. The successful Offeror is responsible for costs of postage and mail delivery. The successful Offeror will be responsible for recording either manually or automatically proof of mailing and that information should be available for processing and adjudication. All status and outcome updates regarding the mailing of the notice must be included in the incident tracking system. This information must also be available for administrative hearings as evidentiary material.

3.6.19 The successful Offeror shall send a second follow-up notice to delinquent violators, in the event of non-response, fifteen (15) days after initial response due date. The successful 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. Second notices will include an approved narrative from the City and the three (3) photographs from the first notice. Any additional postage incurred due to correspondence sent is successful Offeror's responsibility.

3.6.20 The successful Offeror shall provide written statistical analysis of violations and related data at the request of the City. The information generated will be used by the City to evaluate the performance of the Automated Speed Camera Enforcement program and to assess the relative success in achieving the goal of improved traffic safety at enforced locations by modification of driver behavior.

3.6.21 Violations will only be issued for infractions where the vehicle is operating equal to or greater than ten (10) miles per hour over the speed limit or equal to or greater than five (5) miles per hour over the posted speed limit within a school, construction, or safety zone. The successful Offeror should adhere to guidelines consistent with City policy.

3.6.22 The successful Offeror's citation/violation or information management software shall provide record keeping and tracking functions for all citations/violations from issuance through final disposition.

3.6.23 The successful Offeror shall process all payments received including payments made past their due date for the automated speed enforcement program. The successful Offeror shall handle all automated speed enforcement violation payments electronically paid online, electronically paid by phone, and mailed into the successful Offeror-owned USPS lockbox, including the daily depositing and reconciliation of all receipts. Any change to fees for payments must be approved by the City. The successful Offeror shall accept partial payments. The City may accept

in person cash payments. No fees are to be applied to any customer who pays in cash. The successful Offeror shall have a process for City staff to track and enter these payments into the Offeror's system.

3.6.24 The successful Offeror shall deposit into the designated bank account, once each 24 hours during normal banking days, and an amount equal to the gross receipts of the current day's revenue received. Payments deposited must be applied to the successful Offeror's database every day and available for online review within 24 hours of deposit/update.

3.6.25 The successful Offeror shall provide procedures for handling payments received that require additional investigation and research. These procedures should include, but not be limited to:

- Overpayments
- Unapplied payments
- Returned checks

NOTE: Upon written notice to the City, the successful Offeror may charge a reasonable convenience fee for the electronic payment of an ASE fine, so long as the public has access to alternative payment methods that do not include a convenience fee charge. Any convenience fee charged by the successful Offeror to an offender for the electronic payment of an ASE fine shall conform to all Federal, State and local laws, rules and regulations, and shall be reasonable and consistent with general industry standards. Upon written notice and at its sole discretion, the City may deny the successful Offeror the ability to charge a convenience fee for electronic payment of an ASE fine, if the City determines the successful Offeror is either charging a convenience fee in violation of Federal, State or local laws, rules or regulations or is charging a convenience fee in such a manner as to not be reasonable or consistent with general industry standards, or the City determines the public does not have a satisfactory option to pay an ASE fine without also being charged a convenience fee.

3.7 Calibration and accuracy

3.7.1 The successful Offeror's system shall have the ability to internally calibrate to check for accuracy and functionality. Evidence of such testing must be imprinted on the camera image. Test failures must prevent further operation of the incapacitated unit. The successful Offeror shall provide certification that Automated Speed Enforcement Systems were operating properly at the time of a speed violation and provide a pass/fail report upon request of the City.

3.7.2 The successful Offeror's system shall include the ability to complete remote downloads, verify certification, and shut down Automated Speed Enforcement

Systems. The successful Offeror shall maintain the correct calibration on all speed cameras.

3.8 Reporting, data analysis, data ownership

3.8.1 The successful Offeror shall provide a wide range of reports created by the successful Offeror, including but not limited to the following topics:

- Number of events
- Number of citations/violations recorded
- Number of citable citations/violations
- Individuals that signed up for community service, hours completed, hours outstanding, and due date
- Traffic volumes and citation/violation by location
- Number of citations/violations not resulting in citations
- Breakdown of citations/violations rejection categories and amounts
- Breakdown of citations/violations by location
- Number of citations/violations prepared and mailed
- Number of dollar amounts of fines collected monthly and total to date
- Status of citations/violations issued (outstanding, paid, in collections status, etc.)
- Number of telephone calls, their resolution, wait time, etc.
- Adjudication hearings scheduled and held
- Adjudication appointments scheduled
- Disposition of adjudication hearings / User information provide
- Equipment hours of service
- Camera maintenance status and downtime reasons
- Refund Report
- Funds collected and broken down per Automated Speed Enforcement System

3.8.2 The successful Offeror shall provide database management and use a database and reporting system that allows for statistical analysis of citations/violations and related data over time.

3.8.3 The successful Offeror shall provide reporting on a monthly and annual basis. Some reporting may be required on a daily or weekly basis. The format of the reporting shall be at the discretion of the City.

3.8.4 The successful Offeror's system shall include the ability to easily review, analyze, and track data to determine trends in the Automated Speed Enforcement Systems and to show that the Automated Speed Enforcement System is successful at reducing speeds.

3.8.5 The successful Offeror's system shall include the ability for the Parking Division to easily track data for violators with two or more violations in default, for the Albuquerque Police Department to track and update Offeror system data if a stolen vehicle received a violation, and for the City Clerk's Office to track and schedules hearings, export data, and track paperwork provided by people that go through the hearing or e-hearing process.

3.8.6 The City owns and has exclusive rights to the citation data.

3.8.7 If deemed necessary by the City, the successful Offeror shall defend, indemnify, and hold harmless the City from and against all claims, actions, suits, or proceedings of any kind brought against said parties because of any use or misuse of artificial intelligence and/or machine learning tools causing harm or damage resulting therefrom. The indemnity required hereunder is not limited by reason of the specification of any particular insurance coverage contemplated by the resulting Agreement.

3.9 Public information, education, and publicity for the program

3.9.1 If deemed necessary by the City, the successful Offeror shall have the ability to provide information in support of an ongoing public information campaign to improve public awareness of the speed safety camera program. The successful Offeror may be required to assist the City in demonstrating the speed automated speed enforcement system equipment.

3.9.2 The successful Offeror may be required to assist the City in developing its Automated Speed Enforcement informational website.

3.9.3 The successful Offeror shall assist the City in preparing responses and/or requested documentation as part of the New Mexico Inspection of Public Records Act (IPRA) requests.

3.9.4 The successful Offeror shall not release, transfer, or sell any data or information regarding the Automated Speed Enforcement program without the prior written approval of the City.

3.10 Expert witness testimony, other assistance, and court training

3.10.1 The successful Offeror shall provide adjudication support and prepare evidence files for every scheduled hearing. Evidence files must be submitted to any and all government agencies designated by the City in electronic format, capable of being printed from the system at the hearing location. Evidence files will consist of, at minimum:

- Digital image of the first violation photograph

- Digital image of the second violation photograph
- Digital image of the license plate tag
- Field service technician log indicating the good working order of the Automated Speed Enforcement System at the time of the violation
- Additional information as required by the City
- Any written correspondence received from the violator in hard copy or digital format
- Electronic verification of violation notice mailing

3.10.2 The successful Offeror's system shall schedule, conduct and track hearings in the following settings:

- In-Person
- Virtual (video)
- Paper (e-hearing)

3.10.3 The successful Offeror's system shall interface and export all required data to any and all government agencies designated by the City.

3.10.4 The successful Offeror must provide, at its own expense, witnesses as necessary to testify as to the accuracy, operations, and reliability of the speed camera and related equipment for contested complaints. Additionally, the successful Offeror may be required to develop video or other materials to present relevant information at the hearing.

3.10.5 The successful Offeror must specify a process to notify all operators and technicians of adjudication dates as required for successful prosecution.

3.11 Information security

3.11.1 The successful Offeror's system shall provide accessibility to numerous users without degradation of service. Following execution of the contract under this RFP, the City shall provide the successful Offeror the list of authorized users. The system shall also allow multiple users to simultaneously view a single citation/violation, and shall include a security and audit function to enable the tracking of access, data entry and amending of incidents.

3.11.2 The successful Offeror shall submit for City approval any subcontractors or vendors to have access to the system.

3.11.3 The successful Offeror's system shall reliably, accurately, and fairly capture speed violations while minimizing the invasion of privacy for drivers and passengers. No Automated Speed Enforcement System may be placed in such a manner as to capture images other than those described in this RFP or the contract resulting from this RFP. All images must be specific to speed camera enforcement.

3.11.4 The successful Offeror's system shall provide limited access to images. Tracking software is required to show when and who accesses the System. The successful Offeror must notify the City of the method by which access to the System may be gained. System will be available to all users approved by the City.

3.11.5 The Offeror shall be solely responsible for maintaining adequate security and cybersecurity systems in place to protect data in accordance with reasonable industry standards, including, but not limited to, data encryption and monitoring.

PART 4

EVALUATION OF PROPOSALS

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

4.1.1 Selection of Finalist Offerors (If Applicable). The Ad Hoc Advisory Committee may select Finalist Offerors (also known as the “short list”). The Purchasing Office will notify the Finalist Offerors. Only Finalist Offerors will be invited to participate in the subsequent steps of the procurement if this Finalist process is used.

4.1.2. Oral Presentation or Demonstrations by Finalists (If Applicable). Finalist Offerors may be required to present their proposals to the Ad Hoc Advisory Committee (“Oral Presentation”). The Purchasing Office will schedule the time for each Finalist Offeror’s presentation. All Finalist Offeror Oral Presentations will be held remotely via Zoom unless notified otherwise. Each Oral Presentation will be limited to one (1) hour in duration unless notified otherwise. NOTE: The scores from the initial proposal evaluation will only carry over to the Oral Presentation evaluation in the case of a tie score after the Oral Presentations.

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

Evaluation Factors	Points
Technical Proposal Format See Section 2.1	50
Experience and Capability See Section 2.2	350
Technical Ability and Experience See Section 2.3	450
Cost Proposal See Section 2.4.1 and 2.4.2	150
Total points available	1,000

4.2.1 Cost Proposal/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.2 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

Conduent State & Local Solutions, Inc.



Automated Speed Enforcement

for the City of Albuquerque Police Department

RFP-2023-349-DMD-EV
Due Date: April 2, 2024



Cost Proposal

Portions of this proposal contain proprietary information, ideas, know-how, concepts, processes, and trade secrets that are the sole property of Conduent. Pages containing proprietary content are designated in the footer as "Conduent Proprietary Data" and the specific content is identified with a light orange background, when only portions of the page are protected. If the entire page is considered Proprietary, the footer will read "This entire page Conduent Proprietary Data." The proprietary contents of this proposal are intended solely for use in the procurement process and may not be disclosed except to persons who are involved in the evaluation of the proposal or award of the contract. The contents may not be duplicated, used, or disclosed in whole or in part for any purpose except the procurement process. Release of Conduent proprietary, confidential, and trade secret information would place Conduent at a serious and irreparable competitive disadvantage in future procurements by providing competitors with information that Conduent maintains strictly confidential and which is unavailable to any third-party except under restrictions contained in a nondisclosure agreement or protections that cover this information under applicable law. If a third-party makes a request for disclosure of any of the contents of this proposal, please notify Conduent immediately so that Conduent will have an opportunity to provide assistance in protecting the proprietary contents of this proposal from unauthorized disclosure.

RFP-2023-349-DMD-EV
Automated Speed Enforcement
for the City of Albuquerque Police Department

8. Total Cost [RFP 2.4.1]

REQUIREMENT: RFP Section 2.4.1

2.4.1 Total Cost: Submit your Cost Proposal (Appendix A) separately from your Technical Proposal (upload Appendix A in the City's eProcurement system). Failure to submit your Appendix A Cost Proposal separately from your Technical Proposal shall result in your entire proposal being deemed non-responsive.

Our Total Cost is submitted as Appendix A, separately from our Technical Proposal, per the RFP instructions. Additional information pertaining to cost, but excluding actual cost, can be found in Section 8.1 All Costs.

8.1 All Costs [RFP 2.4.2]

REQUIREMENT: RFP Section 2.4.2

The successful Offeror shall be fully responsible for all initial costs associated with system development and installation, which includes System Development Costs, until such time that the first camera is operational and goes live. Thereafter, System Development Costs shall be reimbursed solely out of revenue collected from operational and live cameras on a monthly basis, until such time System Development Costs are fully reimbursed to the successful Offeror. All costs, including System Development Costs and monthly per camera costs, shall be paid through revenue collected from operational and live cameras. If revenue collected is not sufficient to reimburse System Development Costs or monthly per camera costs, the net difference will be carried over to the following billable month. Monthly payments out of revenue collected shall first pay per camera monthly costs, including any monthly camera costs carried over from previous month(s), and remaining revenue, if any, shall then be used to reimburse any remaining System Development Costs. The City reserves the right to deduct any internal costs of operating the camera system, including City staff costs, and any liquidated damages, described in Section 3.3.5 herein, out of the revenue collected prior to determining available revenue collected to be used to pay the successful Offeror monthly camera costs or reimbursement of System Development Costs. Unless otherwise agreed to in writing by the parties, Successful Offer agrees the camera system, including all costs associated with its development, installation, operation, and management, whether incurred by the successful Offeror or the City, shall be paid for solely through revenue collected from operational and live

RFP-2023-349-DMD-EV
Automated Speed Enforcement
for the City of Albuquerque Police Department

cameras. The City shall not be responsible for any costs or reimbursement to the successful Offeror beyond revenue collected from operational and live cameras.

Conduent provides the most comprehensive and risk-free Automated Speed Enforcement program at the best possible value, helping the City achieve its safety objectives.

Conduent is excited for the opportunity to partner with the City of Albuquerque for its Automated Speed Enforcement program. We applaud the City's decision to continue using automated enforcement as a reliable and cost-effective means to prevent further fatalities and injuries and improve overall traffic law compliance. With our industry leading technology, proven project management methodologies, and three decades of experience, we are confident we can help the City improve on the program's success and achieve their desired objectives, together.

Industry Leading Solution. Our proposed solution contains the most advanced technology available in the marketplace today, including the DriveSafe® system with superior 24 GHz tracking and lane specific radar vehicle detection and outstanding high-resolution cameras. The solution offers the most secure evidence chain with the highest issuance and prosecutable rates in speed enforcement due to full integration between the DriveSafe® multi core processor, its combined 24 mega pixel, 4K High Dynamic Range video camera and all detection and peripheral equipment.

Our latest violation processing software, Citeweb 5, provides a proven platform, accessible from any web-enabled device to process violations quickly and securely. With full user history tracking, dozens of standard reports, court scheduling and more, Citeweb is a robust and easy to use system to help ensure your citations are processed and issued with maximum efficiency.

We will also provide Conduent Business Intelligence (CBI), our data analytics platform. CBI will deliver unprecedented transparency to the City in providing dynamic performance dashboards and valuable alerts that help manage camera activity. Key Performance Indicators (KPI) can be set up to track behavior outside of normal ranges so if a particular approach is detecting fewer violations than in a typical day, week or month, users can be notified via an alert so that any potential issues can be identified and addressed.

Bi-Directional Speed Enforcement. Our DriveSafe® speed system incorporates three (3) independently rotatable cameras in one single housing. **This configuration allows us to capture both directions of travel on roadways with up to 6 total lanes, with one (1) system.** This capability is not known to exist with any other vendor in the industry and benefits the City by significantly reducing costs associated with school zone speed enforcement as well as reducing roadway infrastructure. **Other vendors will require 2 systems per site to enforce**

Highlights

- Pricing includes state-of-the-art camera system technology with proven violation processing software for maximum issuance rates
- Advanced system integrates speed enforcement & ALPR (optional) into one enclosure, reducing infrastructure, making solution more aesthetically pleasing
- Unique bi-directional enforcement allows for capture of both directions of travel with only one system
- Advanced data analytics, giving the City unprecedented access and transparency into program performance

RFP-2023-349-DMD-EV
Automated Speed Enforcement
for the City of Albuquerque Police Department

both directions of travel, effectively doubling the City's cost. We have done an initial site analysis and believe we can enforce 20 directions of travel with 19 DriveSafe® systems. The reason we are not able to enforce 20 directions of travel with just 10 systems is due to obstructions in the median, mainly trees, where the City is currently enforcing speed. If the City removes obstructions or adds other locations where bi-directional enforcement is possible, **we estimate we can enforce an additional direction of travel for just 14% more than the monthly fee per approach.** In summary, Conduent's advanced technology for Speed Enforcement provides exceptional enforcement capabilities for roughly half the cost of other vendors.

Automated License Plate Recognition (ALPR). Our DriveSafe® system is unique as it incorporates Automated License Plate Reader (ALPR) capability into the enforcement system, eliminating the need for additional cameras or bulky infrastructure. Our ALPR camera solution and ALPR manager delivers the features below, while the speed enforcement solution simultaneously continues to capture violations.

- Near real-time review of vehicles, identifying camera location, timestamp of event, and metadata captured (license plate, state, make, model, color, body style)
- Provides ability for user to define alerts on plate numbers. Alerts can be sent in near real time via email or text
- Provides ability for user to search stored data
- Provides the ability to forward camera LPR data to third party ALPR managers via Conduent defined API

If the City is interested in adding optional ALPR capability to the solution, we can provide pricing for a nominal fee per approach.

Collections. In Section 2.5 Collections, we provide a comprehensive overview of our unique Managed Receivables program. Our competitive collections environment measure vendors across multiple performance standards and drives more volume to top performers, ultimately improving revenue collection for our clients. **We can offer this service at 25% of what we collect after issuance of the 2nd notice.**

Price Assumptions

- Conduent will charge a credit card convenience fee, identified in Appendix B, to be paid by the violator, for each payment made using a credit card.
- Pricing on the monthly per approach fee in Appendix A will remain fixed for the 5 (five) year base term and will increase by 3.0% each calendar year thereafter.
- Assumes the use of existing infrastructure, underground conduit and City power where applicable. For new construction or new approaches, we will charge 24% more than the monthly fee in Appendix A, contingent on when the City decides to add approaches.
- Flat monthly fee per approach will start during any enforcement and warning period.
- Any applicable gross receipts taxes shall be added as a separate line item to invoices.
- Assumes negotiation of a mutually agreeable contract.

APPENDIX A – COST PROPOSAL FORM

RFP-2023-349-DMD-EV, Automated Speed Enforcement

Failure to submit your Appendix A Cost Proposal separately from your Technical Proposal shall result in your entire proposal being deemed non-responsive.

Provide the monthly cost per camera as described in section 2.4.1 and 2.4.2 of the RFP.

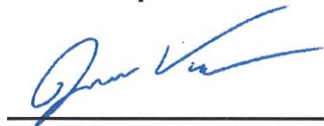
Item	*Monthly Cost/Per Camera
Year 1:	\$ 4,095.00
Year 2:	\$ 4,095.00
Year 3:	\$ 4,095.00
Year 4:	\$ 4,095.00
Year 5:	\$ 4,095.00
TOTAL COST: (100 Points)	\$4,668,300.00

\$ 4,668,300.00 (\$4,095.00 x 19 systems* x 60 months)

*Conduent's bi-directional technology only requires 19 systems to enforce 20 of the City's current approaches

System Development Cost, One-Time Cost (50 Points)	\$ \$0.00 – N/A
---	---------------------------

Cost Proposal Submitted by:



03/28/2024

Signature of Authorized Representative

Date