City of Miami

REQUEST FOR PROPOSALS

FURNISH, INSTALL, OPERATE, AND MAINTAIN TRAFFIC INFRACTION DETECTOR PROGRAM

RFP NUMBER
09-10-026

ISSUE DATE

June 11, 2010

PRE-PROPOSAL MEETING
JUNE 22, 2010 AT 10:00 A.M. (***MANDATORY***)

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
JULY 6, 2010

RESPONSE SUBMISSION DATE AND TIME
July 16, 2010 at 3:00 PM

CONTACT

Capital Improvements Program
City of Miami
444 SW 2nd Avenue, 8th Floor
Miami, Florida 33130
Fax: 305-416-2153
Attention: Mayren Franco
Email: mfranco@miamigov.com

City of Miami

TABLE OF CONTENTS

FACT SHEET

SECTION 1

INTRODUCTION TO REQUEST FOR QUALIFICATIONS (RFP).....2

SECTION 2

RFP SCOPE OF SERVICES 8

SECTION 3

RFP GENERAL CONDITIONS 11

SECTION 4

INSTRUCTIONS FOR SUBMITTING A RESPONSE 16

SECTION 5

EVALUATION AND SELECTION PROCESS.....29

SECTION 6

RFP RESPONSE FORMS.....31

EXHIBIT A.....38

City of Miami

SECTION 1

1.0: INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

Thank you for your interest in this Request for Proposals ("RFP"). The City of Miami (the "City"), through its Capital Improvements Program ("CIP") invites responses ("Responses") which offer to provide the services described in Section 2.0: "*Scope of Services.*"

Copies of the solicitation are available on the CIP webpage by visiting www.miamigov.com/capitalimprovements/pages/ProcurementOpportunites/Default.asp.

1.2. Submission of Responses

Proposers submitting a response to this RFP must submit both a (1) Technical Response and a (2) Price Response based upon the requirements set forth in this RFP, including all attachments and exhibits.

The City reserves the right to accept any Responses deemed to be in the best interest of the City, to waive any minor irregularities, and/or omissions and/or technicalities in any Responses, or to reject any or all Responses and to re-advertise for new Responses, in accordance with the applicable sections of the City Charter and Code and this RFP.

Sealed written Responses must be received by the City of Miami; City Clerk's Office, no later than the date, time, and at the location indicated in Section 4 of the RFP in order to be considered responsive. Faxed documents are not acceptable. One (1) original and seven (7) copies plus one (1) copy in digital form (on CD-ROM in .pdf format), of your Response must be timely received by the City or your Response will be disqualified and considered non-responsive.

1.3. Cone of Silence

Pursuant to Section 18-74 of the City of Miami Code (Ordinance No. 12271), a "Cone of Silence" is imposed upon this RFP.

Written communications may be in the form of fax, mail or e-mail to Mayren Franco, at 444 SW 2nd Avenue, 8th Floor, Miami, FL 33130, Fax 305-416-2153, e-mail mfranco@miamigov.com with a copy to the Office of the City Clerk at marcia@miamigov.com. Oral communications are not permissible. See "Cone of Silence" Ordinance for details.

Please review City of Miami Ordinance No. 12271 and City Code Section 18-74 for a complete of the Cone of Silence.

Proposers are hereby cautioned not to contact any member of the Evaluation Committee or any staff, except as provided in the RFP, regarding this RFP until such time as the Cone of Silence is lifted. Failure to abide by this condition of the RFP shall be cause for rejection of your Proposal.

City of Miami

1.4. Pre-Proposal Conference

A ***mandatory*** pre-proposal conference ("Conference") meeting will be held on June 22, 2010 at 10:00 A.M. The conference will be held at City Hall, City Commission Chambers located at 3500 Pan American Drive, Miami, Florida. Prospective Proposers shall attend this meeting to obtain information relative to the RFP. Attendees are required to sign-in and provide the requested information at the time of sign-in. Failure to attend and sign-in will result in a Proposer's Response being rejected as non-responsive. Attendees must be present prior to the start of the pre-proposal conference as the sign-in sheets will be collected at the start of the pre-proposal conference.

1.5 Additional Information or Clarification

Requests for additional information or clarifications must be made in writing. Proposers may fax or e-mail their requests for additional information or clarifications in accordance with Article 1.3 Cone of Silence. Facsimiles must have a cover sheet that includes the Proposer's name, the RFP number and title, the specific project title and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than 5:00 P.M. on July 6, 2010**. Late or mis-delivered requests will not receive a reply.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers **are not to** rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

Addendum(s) will only be made available on the CIP webpage and it is the Proposer's sole responsibility to ensure receipt of all addenda. Prior to submitting the Response, the Proposer should check the CIP webpage for all addenda: www.miamigov.com/capitalimprovements/pages/ProcurementOpportunites/Default.asp.

1.6. Contract Terms and Conditions

The Proposer selected to provide the services requested herein (the "Successful Proposer") shall be required to execute a contract ("Contract") with the City in substantially the same form as the Contract included as part of the RFP.

1.7. Price Proposal

The Price response will be publicly opened at the Evaluation Committee meeting immediately following evaluation of the Technical Proposals. The price score will be incorporated into the overall rating and ranking of the Proposals.

The City reserves the right to negotiate the final Contract Price should that be deemed in the best interest of the City.

1.8 Proposal Bond

A Proposal bond in the amount of **$25,000** shall be submitted with the Technical Proposal portion of the Response. Further details on the Proposal Bond are included in the attached

Exhibit B. Failure to comply with these provisions **will** result in the forfeiture of the Proposal Bond and of any eligibility to be considered for award of a Contract. No plea of a mistake in the Response or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery, offset or recoupment of its Proposal security or as a defense or a separate claim to or in any civil action.

Failure to include the Proposal Bond as part of the Technical Response will result in the rejection of a response as non-responsive. Do not include the Proposal Bond with the Price Proposal as the Response will be rejected as non-responsive, as the Price Proposal will not be opened until after the Evaluation Committee has completed its evaluation of the Technical Proposals.

1.9 Award of a Contract

A Contract may be awarded to the Successful Proposer for the Project by the City Commission or City Manager, as applicable, based upon the qualification requirements reflected herein. The Contract will be issued as an addendum to the RFP as Exhibit B and will be incorporated into and made a part of this RFP. The City reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer when it is determined to be in the City's best interests. The City does not represent that any award will be made.

1.10 Contract Execution

By submitting a Response, the Proposers agree to be bound to and execute the Contract, without changes, to furnish, install, operate, and maintain the City's Traffic Infraction Detector Program. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Contract for City's consideration. The City, at its sole discretion, may consider any or the requested clarifications or comments. Any requested clarifications or comments **must** be included in the Photo and Attachment Binder. None of the foregoing shall preclude the City, at its option, from seeking to negotiate changes to the Contract during the negotiation process.

1.11 Unauthorized Work

The Successful Proposer(s) shall not begin work until the City issues a Notice to Proceed. Such Notice to Proceed shall constitute the City's authorization to begin work. Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the City and Proposer will not have any recourse against the City for performing unauthorized work.

1.12. Submittal Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

Responses shall be submitted in a sealed envelope(s) or package(s) with the Proposer's name, RFP number, and due date clearly noted on the outside of the envelope(s) or package(s).

1.13. Changes/Alterations

Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the point of contact specified in Article 1.3, Cone of Silence. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers shall not assign or otherwise transfer their Response.

1.14. Subcontractor(s)

A Subcontractor is an individual or firm who has a contract with the Proposer to assist in the performance of services required under this RFP. A Subcontractor shall be paid through Proposer and not paid directly by the City. Subcontractors are allowed by the City in the performance of the services delineated within this RFP. Proposer must clearly reflect in its Response the major Subcontractor to be utilized in the performance of required services. Any and all liabilities regarding the use of a Subcontractor shall be borne solely by the Successful Proposer(s) and insurance for each Subcontractor must be maintained in good standing and may be required to be approved by the City throughout the duration of the Contract. Neither the Successful Proposer(s) nor any of its Subcontractors are considered to be employees or agents of the City. Failure to list all major Subcontractors and provide any required information may disqualify any proposed Subcontractor from performing work under this RFP.

1.15. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to CIP in the manner prescribed in RFP Section 1.5. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.16 Small Business/Local Workforce Participation

While no specific goals have been established by the City, Proposers are encouraged to maximize the use of small local businesses and local workforce in performance of the work on this Program. To qualify as a small business the firm must be certified as a small business as certified by Miami-Dade County's Small Business Development, Miami-Dade County School Board, the State of Florida, and the firm must also meet the definition for "Local Office" stated below.

For a company to be considered a local small business must meet the definition of "Local Office" under Section 18-73 of the City of Miami Code. To meet the requirements for local workforce, the individual must reside within the City limits for six (6) months prior to being employed.

1.17. Disqualification

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

Any Proposer who submits in its Response any information that is determined by the City, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration for award of a Contract.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the City (including any agency or department of the City) or where the City has an open or liquidated claim against a Proposer for monies owed the City at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior City contract or agreement, or has been debarred by an federal, State of Florida, or local public entity, including the City within the past five (5) years, will be rejected as non-responsive and shall not be considered for award.

Any assignment, transfer, conveyance, sublet or otherwise of Response by the Proposer shall result in the rejection of the Response as non-responsive.

1.18. Proposer's Expenditures

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response, and/or anticipation of an award of a Contract, and/or to maintain the approved status of the Successful Proposer(s) if a Contract is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.

1.19. Inspection of Site(s)

Proposers should carefully examine the proposed intersections before submission of a Response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFP and the Contract. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, as defined in the Contract, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

1.20. Contract Terms and Conditions

Proposer by submission of its response agrees to the terms and conditions contained in Exhibit B. Responses that are conditioned to additions, deletions or revisions to the Contract terms and conditions will be rejected as non-responsive.

1.21. Execution of Proposal

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a firm is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is the

Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the Response as agent must file with it legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the City a duly certified copy of their permit to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response.

Proposer understands that by submitting this RFP does not constitute an agreement or contract with the Proposer.

City of Miami

SECTION 2

2.0: RFP SCOPE OF SERVICES

2.1. Purpose

The City is seeking to procure a qualified and experienced company to furnish, install, operate and maintain a Traffic Infraction Detector Program ("Program") for the City.

The Legislature for the State of Florida passed HB 325, which the Governor signed into law in May 2010, which created Chapter 2010-80 Laws of Florida. HB 325/Chapter 2010-80 authorizes public entities to implement the use of Traffic Infraction Detectors ("Detectors"), subject to rules and procedures being established by the Florida Department of Transportation ("FDOT"). By submittal of a Response to this RFP the Proposer expressly understands, warrants, and agrees to fulfill its responsibility, at its own cost, to be in full compliance with HB 325/Chapter 2010-80, as amended, and with rules, procedures, and regulations adopted in furtherance of HB 325/Chapter 2010-80. These rules and regulations will include, but not be limited to FDOT's development and publishing of specifications for the placement and installation of the Traffic Infraction Detectors by June 30, 2010, and the development and publishing of the specifications for equipment and testing by December 31, 2010. This provision will additionally be an express term of any Contract with the City.

The Program shall be implemented utilizing Traffic Infraction Detectors as defined by §316.003, F.S. The goal of the Program is to reduce the number of fatalities and injuries that result from traffic accidents at critical intersections throughout the City, and to improve motorist and pedestrian safety. The Program is expected to generate revenue for the City. However, at a minimum the Program must be cost neutral to the City.

2.2 Contract Term

The City anticipates awarding a Contract with an initial five (5) year term with options to renew for two additional two (2) year periods.

2.3. Project Locations

The City has selected nineteen (19) traffic intersections, which are identified in Article 2.5, Program Scope of Work, where Detectors are to be installed. The City may, at its sole discretion increase, decrease, or revise the identified intersections prior to or subsequent to the award of a Contract.

2.4 Background

The City has been experiencing a growing serious problem with drivers failing to stop for red lights. This trend is not unique to the City as the problem is continuing to increase throughout the State of Florida and nationwide. The running of a red light can be catastrophic. Such action can lead to serious injury or death of pedestrians crossing the street or to other drivers crossing through an intersection under a green light. Many public entities throughout the country have conducted traffic studies to determine the

cause and extent of drivers running red lights. The results reflect that drivers today are more pressed for time as well as more prone to distraction. Distractions can be as simple as talking to a passenger, tuning the radio, talking on a cell phone, or texting.

Florida has been ranked as one of the most dangerous states for drivers, with Miami-Dade County by far having the largest volume of traffic accidents. The City, with a population in excess of 380,000 is the largest city within Miami-Dade County, and has a high number of intersections controlled by traffic signals. In the State of Florida, from 1997 to 2004, approximately 38% of all fatal crashes occurred at signal controlled intersections, and the circumstances leading to these types of accidents have only gotten worse. In 2004, the Florida Highway Patrol reported that running red lights led to approximately 8,900 accidents, 115, deaths, more than 10,000 injuries and $77 million in property damages. This does not factor in the countless families and lives that have been drastically altered as a result of such accidents.

Until the Governor of the State of Florida recently signed the Wandall Traffic Safety Program under §316.0083, F.S. there has been substantial disputes over the legality of the use of red light traffic cameras to issue tickets. Numerous public entities throughout Florida enacted red light traffic camera programs based on the running of a red light being a code violation and not a traffic violation. Under the new law these public entities will have until July 1, 2011 to have their red light traffic camera programs meet the new State of Florida requirements, FDOT is in the process of promulgating.

2.5. Program Scope of Work

It is the City's intent to install Detector Systems at arterial intersections where data has shown a high level of violations and/or frequency of right-angle collisions. The City has identified the nineteen (19) most dangerous intersections in the City based on the number of accidents, as identified in Exhibit A. Seventeen of these intersections are on the State Highway System under the jurisdiction of the Florida Department of Transportation (FDOT) and two are under Miami-Dade County ("County") jurisdiction. Crash data obtained from the FDOT demonstrates that a total of 83 accidents occurred during a three-year period (2004-2006) as a result of red-light running violations at the nineteen intersections above.

The Scope of Work for the City's Traffic Infraction Camera Program ("Program") includes the furnishing, installing, managing, operating, and maintaining a Program that meets the requirements contained in Exhibit A. Detector Systems will be placed at arterial intersections throughout the City where data has shown a high level of violations and/or a frequency of right-angle collisions likely caused by running of red traffic signals. All costs for the Program shall be borne by the Successful Proposer, except for the fee for the Program paid to the Successful Proposer by the City.

It is the intent of this RFP and any resulting Contract to require that the Program provided subsequently complies with all of the requirements established by the Florida Department of Transportation ("FDOT"), and does so within timeframes established by FDOT. In addition, the Contract will require the Successful Proposer to comply with all

of the rules, regulations, requirements, standards, and protocols to be established by the Miami-Dade County Court System ("Court"). **All costs to convert or bring the Program in to compliance with FDOT and the Court's rules, regulations, requirements, standards, and protocols as required by this RFP and any resulting Contract shall be the sole responsibility of the Successful Proposer. The Successful proposer will assume all liability and costs associated with bringing the Program into said compliance.** The Program is a turnkey program and as such the Successful Proposer shall be responsible for furnishing all equipment, materials, personnel, management, office space, hardware, software, system power, and any other requirements to operate the Program in accordance with the requirements of this RFP and the Florida Statutes.

City of Miami

SECTION 3

3.0: RFP GENERAL CONDITIONS

3.1. Acceptance/Rejection

The City reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the City, is in its best interest. The City also reserves the right to reject any Proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. Further, the City may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFP and may, at its discretion, withdraw and/or re-advertise the RFP.

3.2. Legal Requirements

This RFP is subject to all applicable federal, state, county, city and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility for compliance with these requirements.

3.3. Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this Project, then the City, shall have the unqualified right to Contract upon written notice to the Contractor, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

3.4 Occupational License Requirement

Proposer(s) shall meet the City's Occupational License requirements in accordance with Chapter 31, Article II of the City of Miami Code, as amended. Proposer(s) with a business location outside the City of Miami shall meet the applicable local Occupational License requirements.

3.5. Minimum Qualification Requirements

The City of Miami is seeking to procure a qualified and experienced team, with a company that possesses a minimum of **five (5) years** experience, under its current business name in the management of programs similar to the Program specified in this RFP. The Proposer must be successfully managing at least three red light traffic camera programs of a similar, scope and complexity, under contracts with public entities. As part of this minimum requirement the Proposer must be successfully managing a minimum of one red light traffic camera program(s) that has been in operation for a minimum of one year and meets the requirements contained in Exhibit A.

The City will consider a Proposal as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer

was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Response for the City to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

Joint venture firms must submit with their Response a copy of the formal agreement between all joint-venture parties. This joint venture agreement must indicate each party's respective roles, responsibilities and levels of participation for the Program. Failure to timely submit Form A, along with an attached written copy of the joint venture agreement may result in disqualification of your Response. For joint ventures each of the firms comprising the joint venture must satisfy the minimum of five (5) years experience requirement, but only the lead firm in the joint venture must meet the minimum requirements for the operation of the red light traffic camera programs stated above.

A minimum of three (3) references from Owner's of the project(s) of a similar, size, scope, and complexity that have been completed are to be included in the Response. These references shall be for the three projects identified above in Section 3.5. The Proposer must utilize Form RFP-PP-REF for these references and the form must be signed by the Owner of the project. Failure to submit the reference forms may result in the Response being deemed non-responsive.

Each firm interested in responding to this RFP must provide information on the firm's qualifications and experience, qualifications of the project team, members and staff, Project Manager's experience, and previous work of similar size, scope and complexity. See Section 4.0 "Instructions for Submitting a Response: Submission Requirements" for further direction. Responses that do not completely adhere to all requirements may be considered non-responsive and eliminated from the process. Additional minimum qualifications may be stated in Section 4.0, "Instructions for Submitting a Response".

3.6. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Proposer shall result in rejection of the Response, cancellation of the Contract (if awarded) and may result in Proposer's debarment.

3.7. Resolution of Protests

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may protest in writing to the Chief Procurement Officer who shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve a protest subject to final approval by the City Commission. Proposers are alerted to Section 18-103 through 107 of the City Code, Ordinance No. 12271 (the City of Miami Procurement Code) describing the protest procedures. Protests failing to meet the requirements for filing shall **NOT** be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. **NO EXCEPTIONS TO THIS REQUIREMENT.**

3.8. Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under Section 4 of the RFP may result in a rejection of the proposal as non-responsive. The City may, at its sole discretion require the Proposer to submit additional information to determine if a Proposer is responsive.

3.9. Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

3.10. Clarifications

The City reserves the right to request clarifications of information submitted and to request any necessary supporting documentation or information of one or more Proposers after the deadline for submission of Responses.

3.11. Key Personnel

Subsequent to submission of a Response and prior to award of a Contract Key Personnel shall not be changed. Any changes in Key Personnel will result in the Response being rejected and not considered for award.

A Program Manager must be assigned to the Program on a full time basis.

3.12. Audit Rights and Records Retention

The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of

Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition shall result in the immediate termination of the Contract (if awarded) by the City.

3.13. Proposal Bond Forfeited/Liquidated Damages

Failure to execute the Contract when required shall be just cause for the annulment of the award and the forfeiture of the Proposal Bond, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained by the City.

3.14. Public Records

Proposer understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Proposer's failure or refusal to comply with the provision of this Section shall result in the immediate cancellation of the Contract (if awarded) by the City.

3.15. Conflict Of Interest

Proposers, by responding to this RFP, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the City. Further, Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's firm.

3.16. Debarred/Suspended Vendors

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

3.17. First-Source Hiring Agreement (Sec. 18-110)

Successful Proposer may be required to enter into a First-Source Hiring Agreement in accordance with Section 18-110 of the City Code.

3.18. Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of

his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

3.19. Conflict Of Interest, And Unethical Business Practice Prohibitions

Proposer represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure the award of the Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Contract.

3.20 Copyright and Patent Rights

Proposers warrant that there has been no violation of copyright rights, patent rights, or intellectual property rights in manufacturing, producing, utilizing, or selling the equipment, software, materials or services provided or utilized in connection with the work under the Contract. Successful Proposer shall indemnify and hold harmless the City from any litigation, claim, dispute, settlement, or expense that may result from a determination that such a violation has occurred.

City of Miami

SECTION 4

4.0.: INSTRUCTIONS FOR SUBMITTING A RESPONSE

Submit the following information and documents with Proposer's Response to this RFP. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration.

4.1. Submission Requirements

Each Response must contain the following documents and forms required by Sections 4.1 A&B, each fully completed, and signed as required. Proposers shall prepare their Responses utilizing the same format outlined below and shall clearly identify the applicable number and letter as part of its Response, such as 3a or 5b. Each section of the Response as stipulated below shall be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Any documentation or information not specifically requested will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee. Page limitations have been established for some of the submittal requirements contained in this Section. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee. The font size and type for City Forms are set and cannot be changed. Proposer shall use letter size paper, font style Times New Roman or Arial, with a font size of 11, and standard business letter margins for the submission of all information or documents required to be submitted. Failure to comply with any of the requirements stated above may adversely affect the evaluation of a Response.

Three ring binders are to be used in the submission of the Response. Proposers should also make every effort to utilize recycled paper in preparing its Response. Double sided printing is permitted provided that the Response complies with the required formatting. Where double sided printing is used each side shall be considered a separate page.

A. TECHNICAL PROPOSAL:

The content and form of the Technical Proposal should present a clear, comprehensive and well documented representation, understanding and commitment of how the Proposer intends to implement and fulfill the requirements set forth in the RFP and the requirements of the Contract. The technical portion of the Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical Proposals. The Technical Proposal shall consist of two binders. Part 1 consists of the technical response and Part 2 includes the required photos and attachments identified in this Section.

City of Miami

Part 1 – Technical Response Binder

1. **Table of Contents**

2. **Proposal Letter (Maximum 1 page)**

   A letter on company stationery identifying that the Response is being submitted for the Traffic Infraction Detector Program and that the Proposer has read and complied with all of the requirements of the RFP.

3. **Narrative (Maximum 1 page)**

   Narrative is to provide a brief history of the Proposer and explain the specific reasons why the Proposer is the most qualified and best choice to be awarded this Project.

4. **Qualifications of the Proposer**

   Proposer shall provide the following information as separate sections under this Category. Each section is to be identified by the corresponding letter for the section and the sections are to be submitted in the same order as that shown below:

   a. Employee Information
      i. Total number of current employees, total employees by classification.
      ii. Total number of employees by classification currently working on other red light traffic camera or other camera programs, such as toll violation programs.
      iii. Total number of employees by classification to be initially assigned to the City Contract for the nineteen cameras. Identify how many employees by classification will be dedicated to the City Contract.
      iv. Identify the company structure, such as a corporate, LLC, partnership and if Proposer is privately held or publically traded. Provide a one page resume for each executive officer(s) of the Proposer.
   b. Contractual and Litigation
      i. Total number of active contracts.
      ii. List of current active contracts and work being performed.
      iii. List of any potential contracts being negotiated or in the bidding process.
      iv. Identify any contract that has been terminated for default, terminated for convenience, any instance where the Proposer has been found non-responsible, or a contract expired with options to renew remaining on the contract. If any of these have occurred explain why.
      v. Identify any lawsuit or claims filed against it in the last five years. If any of these have occurred explain the basis for such action and the current status or resolution of the action.
   c. Financial
      i. Three years of audited financial statements are to be included in the Photo and Attachment Binder.
      ii. Provide information on any bankruptcy filings at any time in the past ten years.

iii. Identify if the Proposer has been acquired or merged, or been purchased with or by any other companies within the past five years and provide details of any such action.

d. Copies of any federal, State of Florida, county, or local small business certifications. (Submit company certification, not personal certifications)
e. Table of Organization ("TO") of the Proposer, including names & titles. (Proposer may use legal size paper for the Table of Organization)
f. Copy of business licenses, including Occupation, and Florida Registration. (Submit company certification, not personal certifications)
g. Copy of State Corporate or other proof from the State of Florida that the Proposer is authorized to perform work in the State of Florida.
h. Letters from the insurer carrier stating that the Proposer is capable of meeting the insurance requirements contained in Exhibit B, which is the Contract.
i. Joint Venture documentation

5. <u>Qualifications of the Team</u>

Proposer shall provide the following information as separate sections under this Category. Each section is to be identified by the corresponding letter for the section and the sections are to be submitted in the same order as that shown below. This section shall be a maximum of two pages excluding the resumes TO, licenses, and certifications.

a. Identify any subcontractors to be used as part of the Program and the work to be performed, including any subcontractors who will perform installation work for the Traffic Detector System or any collection companies used to collect fines. Contact information must be provided for each subcontractor. Copies of all applicable licenses shall be provided. Proposer must also identify any employees of the Proposer or Subcontractors who will be working on the Program who are currently working under an H2B visa.
b. Identify each of the Program's key personnel's skills, knowledge, and experience as it relates to the Program.
c. Explain the roles and responsibilities of each the Program's key personnel.
   i. Explain why they have been chosen for the team and their importance to the team.
   ii. Include any information on the experience of key personnel in working together on similar programs.
d. Table of Organization of the Project Team indicating key personnel and their relationship(s). TO must reflect the reporting structure of the Project Team. (Proposer may use legal size paper for the TO)
e. A one page resume shall be included for each of the key personnel's qualifications, number of years working for the Proposer, the number of years working in the position identified for this Project, Project experience that reflects experience in projects of a similar, size scope and complexity. In addition, copies of all <u>relevant</u> professional licenses or certifications are to be submitted.

Resumes, licenses, and certifications shall be placed in the Photo and Attachment Binder.

6. Qualifications of Program Manager

Proposer shall provide the following information as separate sections under this Category. Each section is to be identified by the corresponding letter for the section and the sections are to be submitted in the same order as that shown below. This section shall be a maximum of two pages including the one page resume.

a. Explain the role, responsibilities, and authority of the Program Manager.
b. Proposer shall submit a one page resume, which reflects the same information as required above for Key Personnel.
c. Explain the skill, knowledge, and prior experience of the Proposer's Program Manager who shall be responsible for the day to day management of the Program and coordination with the City.

7. Project Experience Past Five (5) Years

Proposer shall provide the following information as separate sections under this Category. The same format is to be used in providing the responses to this section.

a. Number of systems currently in use with the same technology Traffic Detector System required in RFP.
   i. Provide a list of locations, including points of contact with phone number and e-mail address.
b. Number of current red light camera programs in use that meet the requirements of the Program contained in the RFP.
   i. Provide a list of locations, including points of contact with phone number and e-mail address.
c. Locations of the three red light traffic camera programs currently being managed meeting the requirements of Section 3.5 of the RFP.
d. Location(s) of the one or more red light traffic camera programs that meet the requirements of Exhibit A of the RFP.
e. List the following information for each of the three programs identified in 7c and 7d (above).
   i. Location.
   ii. Award date.
   iii. Total # of violations issued.
   iv. Total average # of violations and citations issued on an annual basis.
   v. Total average # of violations and citations issued on a monthly basis.
   vi. Total number and percentage of notifications/violations and citations not issued due to inaccurate information or lack of quality.
   vii. Total number and percentage of violations and citations contested.
   viii. Total number of citations and percentage, and the value of lost revenue from contested violations and citations.

ix. Total number of days any portion of the Program was not operational at any location on an annual basis. Total number of days, shown as a percentage, the Program is fully operational on an annual basis.
x. How many of these days, as a number and percentage, were due to weather related occurrences.
xi. How many software and hardware technology upgrades have been installed and provide an overview of the upgrades.
xii. How many times have cameras, still or motion, been replaced or repaired on an annual basis due to malfunctions.
xiii. For all installed Detector Systems, what is the average runtime performance on an annual basis, shown as a percentage.
xiv. Name, address, phone number, and e-mail of a contact person for the contracting entity of the programs identified in 7c and 7d.
xv. Form RFP-PP-REF

8. <u>Program Management</u>

Proposer shall provide the following information as separate sections under this Category. Each section is to be identified by the corresponding letter for the section and the sections are to be submitted in the same order as that shown below. <u>This section shall not exceed ten (10) pages</u>.

a. Location of the central processing facility for the Program. If this is not a local facility how will personnel be provided for traffic court cases? Where will the local office, if any, be located?
b. Explain the Proposer's chain of custody protocols for managing and processing a violation from the time a Traffic Infraction Device captures a violation until the violation or citation is paid or adjudicated in court. These protocols shall be based on using the Miami Police Department for the Traffic Enforcement Officer ('TEO") function. These protocols must comply with the requirements of the Florida Statutes and the Miami Dade County Court ("Court").
.
c. Describe the procedures and process for voiding a violation and who has authority to void a violation. Does the System include a checklist for the reasons a violation is voided?
d. What is the protocol for determining a violation for right turn on red?
e. Describe quality control plan for processing of violations. Include details to ensure that all timelines and notification requirements are met, including the timeline for submission of citations to the Court, schedules for performing maintenance and inspections, as well as monitoring and ensuring System integrity.
f. Describe the proposed public awareness program, including methods, materials and the media to be used to educate the public and drivers of the Program. Provide three sample documents to be used as part of the public awareness program in the Photo and Attachment Binder.

g. Explain how the Program provides maximum benefits to the City.
h. Explain the process for obtaining and verifying vehicle owner information.
i. Describe the Proposer's overall management approach and operations plan for the Program and explain how such an approach will help ensure a successful Program. This plan should include frequency of scheduled meetings with the City, problem and conflict resolution, communication protocols, etc.
j. Explain how violation fines will be collected, managed, and distributed. Include an explanation of fiscal control procedures, audit procedures, and how accounts will be reconciled and reported.
k. Provide information on collection rates for violation for the following:
   i. Current average of collection based on initial notification.
   ii. Current average of collection based on second notification.
   iii. Average number of citations contested.
   iv. Average number of contested citations upheld.
l. Time frame for the installation of the first intersection and the subsequent 18 intersections from the date a Notice to Proceed is issued. Timeframe in which the Program would be initially and fully operational based on the initial installation of 19 Detector System. Time frame for installation of additional cameras from issuance of a Notice to Proceed.
m. Number of employees anticipated to be employed for the proposed Contract, based on the 19 required intersections? Will any of these employees be based in the City of Miami and if yes how many?
n. Describe the training that will be provided to City employees who will be involved with the Program.

9. <u>Technical Capabilities</u>

Proposer shall include the following information. <u>This section shall be a not exceed ten (10) pages.</u>

<u>Traffic Detector System</u> List and describe the types of equipment, including dimensions, of all major components comprising the system (e.g., cameras, flash or lighting units, cabinets [including generally what the cabinets contain). The list must include the signage required by Florida Statute. A maximum of two labeled photos of each piece of equipment shall be included in the Photo and Attachment Binder.

a. Explain the benefits and capabilities of the Traffic Detector System ("Detector System") and why the Detector System and your Program are the best solution for the City. Avoid comparing your system to other companies' systems.
b. Explain the following:
   i. How does the Detector System capture the red light signal and the vehicles violating the red traffic signal? Proposers may propose more than one detection method. However, Proposer must identify which method is the primary method to be used in the Program. Explain each detection method

that can be used by the Detector System, including the benefits and limitations of each.

ii. How your Detector System transmits the data to your remote office facility for processing? Does the Detector System use wireless technology? If yes, please explain the details of the technology including encryption capabilities to prevent tampering with the Detector System and unauthorized access to pictures. If no, explain the technology used. Does the Detector System have redundancy for transmission of data?

iii. How is the Detector System powered? Does the Detector System have redundancy in the event that the primary power source fails? Is there a time limitation under which the Detector System can operate under the redundant system? If yes, how long can the system operate on the redundant system?

iv. Can the stand alone Detector System be hard wired to the County or State of Florida's traffic control systems? If yes, how and how long would it require the Detector System to be out of service at a given location? What are the operational benefits, if any, to a hard wired system?

v. How does the Detector System capture multiple, concurrent, and/or simultaneous violations?

vi. How does the Detector System compensate for the effects of inclement weather, license plate covers, reflective material on license plates, and reflective glare? Two pictures of each situation shall be included in the Photo and Attachment Binder.

vii. List the data that is captured on both the still camera picture and on the video. Two images of each shall be included in the Photo and Attachment Binder.

viii. Periodic maintenance and inspection and repair plans, including frequency, inspection checklist, and response time for repairs. Provide a copy of each plan in the Photo and Attachment Binder.

ix. Disaster recovery plan.

x. Explain the procedures, requirements, and methodology for the installation of the Detector System. This shall include the types of construction work required, design drawings, installation requirements, permits, process for obtaining easements, and typical timeframes for installation from issuance of a Notice to Proceed.

xi. Provide information on the signage used at intersections to advise motorists of the Detector System. Include size, type of materials used (including if post is a breakaway post), wording (including wording for right turn on red). Provide two pictures in the Photo and Attachment Binder.

xii. Average percentage of time Detector System is operational on an annual basis. Factors such as repairs and maintenance are to be considered.

Traffic Detector System Equipment

Proposer shall include the following information.

a. Number of megapixels for any still camera(s): _____.
b. Is shutter speed automatic adjusted: ___ yes ____ no
c. Still camera shutter speed range: _____
d. Still camera ISO controls: _____
e. Is still camera lens auto focus: ___ yes ____ no
f. Does the still camera have automated light metering: ___ yes ____ no
g. Is the still picture _____ full color or _____black and white?
h. Number of still pictures taken per violation: _____
i. Is video captured in color: ___ yes ____ no
j. Length of video image: _____
k. Video frame rate: _____
l. Video camera resolution: _____
m. HD video capability ___ yes ____ no
n. Camera distance from traffic light: _____ minimum feet _____ maximum feet
o. Height cameras are installed from ground: _____
p. Number of cameras per intersection: _____

Database System (System)

Proposer shall include the following information. This section shall not exceed five (5) pages.

a. Explain the process for storage and retrieval of violation and citation documentation. Including how long a violation is made available to be viewed by the violator, the City, and the Court.
b. Describe your plan and practices to ensure that the System is maintained up to date and reviewed for periodic or required upgrades.
   i. Number and percentage of tickets not issued on an annual basis due to data entry errors.
   ii. Number of tickets not issued due to failure to follow proper notification requirements.
c. Average percentage of captured violations to collection of fines. Factors such as illegible license plates, incorrect data such as speed, time of day, etc should be considered.
d. Can the System integrate with the City's CCTV System as described in Exhibit A of the RFP? Can the System currently integrate with the Court's database system?
e. Explain the System, including listing of hardware and software to be used. Identify the software language and the benefits of using the software language. What is the current capacity for storage?

f. Explain the types of standardized reports the System can provide, including identifying any required by the RFP that cannot be provided. Identify if customized reports can be provided, any limitations on customized reports, and the timeframe for customizing reports. Identify all web based reports that are available to the City online and explain if customized reporting can be performed by the City online. Provide three copies of existing standardized reports that best reflect the report information identified in the RFP in the Photo and Attachment Binder.
g. Is the System capable of online reporting in real time? If yes, explain how this will work. If no, explain how frequently the information is captured or entered into the System.
h. Explain the methods and protocols used to back-up the System's data and the encryption technology used to protect the System.
i. Describe the process a person will follow to access a copy of their violation information, including average loading times to view the still pictures and video. Provide the timeline during which the information will be available on-line for viewing. Provide three screen captures of the System's screen that reflect the on-line access process in the Photo and Attachment Binder.

10. Acknowledgement of Addenda and Proposer Information Forms

Part 2 – Photos and Attachments Binder

The following format shall be used for this Binder:

1. Table of Contents.
2. Maximum of two labeled photos of each piece of equipment for the Detector System.
3. Two pictures showing the data captured on still camera pictures.
4. Two still image captures of video showing the data captured on the video.
5. Pictures taken in inclement weather, with license plate covers, with reflective material on license plates, and with glare.
6. Copy of periodic maintenance and inspection and repair plans.
7. Two pictures of signage used at intersections.
8. Three copies of existing standardized reports that best reflect the report information identified in the RFP.
9. Three screen captures of the System's screens that reflect the on-line access process.
10. Sample documents to be used as part of the public awareness program.
11. One page resumes, licenses, and certifications for Project Team Key Personnel.
12. Requested clarifications and comments concerning the Contract.
13. Three years of audited financial statements.

B. PRICE PROPOSAL

1. Proposal Errors

Where Price Proposal forms have erasures or corrections, the Proposer must initial each erasure or correction in ink. Use of any other forms will result in the rejection of the Response as non-responsive.

2. Submission of Price Proposal

The Price Proposal shall be submitted in *a* ***separate sealed envelope*** and shall be submitted on Proposer's company letterhead, concurrent with the submittal of the Technical Proposal, The Price Proposal shall consist of a total fee for all costs required to furnish, install, operate, and maintain the Traffic Infraction Detector Program.

The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Program. The Price Proposal, in addition to all direct costs and expenses, shall include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs (including cost of certified mail, if required); Program management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance and bond costs (if any); cost of equipment, material, tools and transportation; and operating margin (profit).

In addition, the Price Proposal shall include **all** cost associated with bringing the Program into full compliance with all FDOT and Court rules and regulations.

Price Proposals are submitted for the purposes of determining the Successful Proposer and establishing the maximum potential value of the Contract to be awarded by the City. The City, at its sole discretion, may conduct further negotiations to determine the final value of the Contract to be awarded and may request a detailed proposal to substantiate the Price Proposal.

3. Alternate Price Proposal

Proposer may provide one alternate Price Proposal that meets the requirements of the Florida Statutes. Proposer must demonstrate that the alternate Price Proposal meets the requirements of the Florida Statutes and must also explain why the alternate proposal is a better option for the City.

Alternate Proposals that include all costs for compliance with FDOT and Court rules and regulations will be promulgated.

4. Evaluation of Price Proposal

The Price Proposal submission will be assigned a maximum of thirty (30) points by each Evaluation Committee member. **Any Price Proposal that excludes any costs associated with the Program, including bringing the Program into compliance with HB325/ Chapter 2010-80, or bringing the Program into compliance with the FDOT and Court rules, regulations, and requirements that will be promulgated**

shall result in the Response being rejected as non-responsive. The Price Proposal will be evaluated in the following manner:

1. The responsive Response with the lowest total Price Proposal will be given the full weights as identified above for each Phase.
2. Every other Response will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the Price Proposal being evaluated with the result being multiplied by the maximum weight for the price to arrive at a cost score of less than the maximum (30) score for price.

   Example: $\frac{\text{Lowest Price Proposed}}{\text{Proposer's Proposed Price}} \times$ Total Points for Price = Proposer's Price Score

Failure of the Proposer to provide all of the required pricing detail shall be cause for rejection of the Response as non-responsive.

City of Miami

4.2. Response Format

One (1) original and seven (7) bound copies, plus one digital copy (in .pdf file format), of your complete response to this RFP must be delivered to:

Ms. Priscilla A. Thompson, City Clerk
City of Miami
Office of the City Clerk
3500 Pan American Drive
First Floor
Miami, Florida 33133

Responses must be **clearly marked on the outside of the package(s)** referencing

RFP No. 09-10-026

FURNISH, INSTALL, OPERATE, AND MAINTAIN TRAFFIC INFRACTION DETECTOR PROGRAM

Responses received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive and shall not be considered.

Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Response. Responses are to remain valid **for at least 120 days.** Upon award of a Contract, the contents of the Response of the Successful Proposer(s) may be included as part of the Contract, at the City's discretion.

SUBMITTAL GUIDELINES

1. General

Only one (1) Response from an individual, firm, partnership, corporation, business entity, or joint venture will be considered in response to this RFP. Subconsultants or Subcontractors may be included in more than one Response submitted by more than one Proposer. A firm, partnership, corporation or joint venture that submits a Response may not be a Subcontractor on another Response submitted under this RFP. Should a Proposer appear as a subcontractor on another Response, the Proposer's Response will be rejected as non-responsive and they will only be considered as the Subcontractor on the other firm's Response.

Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

The successful Proposer shall register as a Bidder/Vendor at the time of contract award, indicating the commodities/services which the Proposer can regularly supply to the City. Should the successful Proposer not be currently listed on the City's Proposer/bidder's list, they may register via the internet at: http://www.miamigov.com/Procurement/pages/SupplierCorner/default.asp.

For any questions, contact the Vendor Registration Section at (305) 416-1902. It is the sole responsibility of the Proposer to insure that they are properly registered with the City."

City of Miami

SECTION 5

5.0 EVALUATION/SELECTION PROCESS

A. Evaluation Procedures

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Responses.
3. Opening of Technical Proposals and listing of all Responses received.
4. Preliminary review of the Technical Proposals by City staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
5. Review by City Staff to confirm that the Proposer is qualified to render the required services according to State regulations.
6. The Evaluation Committee ("Committee"), appointed by the City Manager, shall meet to evaluate each responsive Technical Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Subsequent to completing the evaluation of the Technical Proposals, the Fee Proposal will be opened by City staff at the Committee meeting.
8. City staff will calculate the score for each Fee Proposal in accordance with the methodology stated in Section 4 and advise the Committee.
9. City staff will then total the score of each Proposer and advise the Committee of each Proposer's combined score.
10. The Committee forwards its recommendation of the most qualified Proposer to the City Manager inclusive of the ranking of the Responses.
11. After considering the recommendation of the Committee, the City Manager may approve the Committee's recommendation and authorize CIP to enter into negotiations with the top ranked firm, request that the Committee provide additional information as to the ranking of the Responses, or reject all Responses and cancel or re-issue the solicitation. Upon approval of the Committee's recommendation the Proposers will be listed in rank order on the CIP webpage: http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/Default.asp.
12. Upon successful negotiation of a Contract, CIP will forward the recommended Contract to the City Manager for acceptance and the City Manager upon

acceptance of the negotiated Contract will approve the award or recommend that the City Commission, when required by the City's Procurement Code, approve the recommendation of the Committee and the award of the Contract. Where CIP is not able to successfully negotiate a Contract with the top ranked Proposer(s) CIP will recommend to the City Manager that such negotiations be terminated and that CIP enter into negotiations with the next ranked Proposer(s) until a Contract is negotiated or all Responses are rejected.

13. If required, after reviewing the City Manager's recommendation, the City Commission may: approve the City Manager's recommendation and authorize award of the Contract; reject the Contract; or reject all Responses and direct the City Manager re-open negotiations or to solicit new Responses.

B. EVALUATION CRITERIA

Responses shall be evaluated according to the following criteria and respective weight:

- Qualifications & Experience of Proposer — Maximum 20 points
- Qualifications & Experience of the Team — Maximum 20 points
- Program Management/Business Plan — Maximum 30 points
- Technical Capabilities — Maximum 30 points
- Price Proposal — Maximum 30 points

City of Miami

SECTION 6

6.0 RFP RESPONSE FORMS

6.1. RFP INFORMATION FORM

RFP NO. 09-10-026: FURNISH, INSTALL, OPERATE, AND MAINTAIN TRAFFIC INFRACTION DETECTOR PROGRAM

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

_____
Firm's Name

_____
Principal Business Address

_____
Telephone

_____
Fax

_____
E-mail address

_____
Name

_____
Title

_____
Authorized Signature

City of Miami

6.2.1

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____

_____, a corporation existing under the laws of the State of _____ , held on _____ ____ , 20_____ , the following resolution was duly passed and adopted:

"RESOLVED, that_____, as President of the Corporation, be and is hereby authorized to execute the Response dated, _____, 20_____, to the City of Miami and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ , day of _____ , 20____ .

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

City of Miami

6.2.2

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of _____ _____, organized and existing under the laws of the State of _____ , held on _____ , 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ , as_____ of the Partnership, be and is hereby authorized to execute the Response dated,_____ 20_____ , to the City of Miami and this Partnership and that their execution thereof, attested by the _____ _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

City of Miami

6.2.3

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____
_____
organized and existing under the laws of the State of _____,
held on _____ , 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that,_____ as _____ of the Joint Venture be and is hereby authorized to execute the Response dated,_____ 20____ , to the City of Miami official act and deed of this Joint Venture."
I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this_____ , day of _____ , 20_____ .

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FOR MAY DISQUALIFY YOUR RESPONSE

City of Miami

6.2.4

CERTIFICATE OF AUTHORITY

(IF INDIVIDUAL)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that as an individual, I _____
(Name of Individual)
_____ and as a d/b/a (doing business as)_____
(if applicable)
_____ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Response dated, _____, 20_____ , to the City of Miami as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this _____ , day of _____ , 20____.

NOTARY PUBLIC: _____
Commission No.:_____
I personally know the individual/do not know the individual (Please Circle)
Driver's License #_____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

City of Miami

6.3 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of city contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a contractor from consideration for award of City contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations, which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Commission.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses.

4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

5. Debarment or suspension of the contractual party by any federal, state or other governmental entity.

6. False certification pursuant to paragraph (c) below.

7. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing City contracts.

City of Miami

(c) Certification:

All contracts for goods and services, sales, and leases by the City shall contain a certification that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company Name: _____

Signature: _____

Date: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

City of Miami

Traffic Infraction Detector Program
Exhibit A

Detectors, as defined in the RFP, and all necessary equipment to operate the Detectors, which are referred to as Detector System in the RFP, shall be installed at the locations identified in the RFP, as a free-standing, self-sustaining system and shall operate independent of the County's or FDOT's existing signal systems. To date, neither the County nor FDOT has determined if the Detector System can or how the Detector System is to be hard wired to their traffic control systems. As part of the RFP, Proposers are being requested to identify if their Detector System can be hard wired into the applicable traffic control systems and what is required of the Proposer's Detector System to integrate them should such be permitted.

1. **Location of Detectors**

   At this time Detector Systems can only be installed on City rights-of-way, or when and if available, by permit or on easements obtained by the Successful Proposer from private property owners, the County, or the FDOT. The Successful Proposer shall be solely responsible to obtain said permits or easements. Should FDOT promulgate regulations under the new Florida Statute that permits the installation of the Detectors at alternate locations the Successful Proposer may install the Detector System at such locations subject to full compliance with the promulgated rules and regulations.

2. **Public Education and Awareness**

   Upon commencement of the Program, as defined by the RFP, a sixty (60) day a public education and awareness period shall commence during which period the Successful Proposer will work with the City to educate the public and drivers of the Program. The City may provide assistance with community outreach efforts through City newsletter publications, City's website, video clips on Cable TV Channel 77, and other means as deemed appropriate by the City. During this public education and awareness period, only warnings shall be mailed to the owners of registered vehicles committing red-light infractions. Notices of violations will not be issued nor will the infraction result in a citation during the public education and awareness period. Upon completion of the sixty (60) day period, notices of violations or citations will be issued and violators will be subject to a fine under the Florida Statutes.

3. **Program Requirements**

   a. **Violations and Citations**

      - All traffic citations must be issued under § 316.0083 F.S.
      - Currently FDOT and Miami-Dade County Court System ("Court") are promulgating rules, regulations, procedures, guidelines, and standardized forms that must be used as part of this Program. The Successful Proposer will be required to make any changes to its proposed Program to ensure

compliance. The cost to make these changes shall be borne solely by the Successful Proposer.

b. Lane Coverage

The Detectors shall be capable of covering one (1) to five (5) approaches at each intersection. At selected approaches, up to five (5) lanes will require coverage, including any turn lanes.

c. Management & Operations Facility

Proposer shall manage and operate an office that shall be responsible for:

- Review images
- Access motor vehicle registration data
- Perform final quality control
- Print and mail notices
- Monitor disposition of notices
- Collect fines
- Provide adjudication support and services, including expert testimony

d. Web Based Access

Proposer must own and maintain an internet web based system that permits multiple levels of access by any individual with an internet connected personal computer access to the information on the Program. The software shall be a non-proprietary based software, which will allow the data to be transferred and used by the City at the completion of the Contract or should the Contract be terminated. The internet based database system ("System") will have sufficient security protocols to allow the following:

- Provide information on the Program, including education information to any individual accessing the web site.
- Any individual who has received a notice of violation or citation to view their violation pictures and video online, and pay their fine online using a major credit card or banking information
- Allow the Traffic Enforcement Officer ("TEO"), as defined under §316.650 F.S., to electronically transmit citation data from the System to the Court system.
- Allow designated City personnel access to the System to view any violation, and obtain both online and print reports.

e. Payment of Violations

Payment methods shall include:

- Payment by check
- Internet based through the use of bank accounts, credit cards. In addition, Paypal or similar methods may be allowed.

- Payment by phone using a credit or debit card. The City would prefer that this service be available 24 hours/ 7 days a week. However, this service shall be available a minimum of five days per week, and a minimum of ten hours per day, including hours after 6:00 PM eastern time to allow for payments to be made after normal business hours.
- Successful Proposer shall provide for a third party collection service for the collection of delinquent accounts, at City's discretion, if this is not managed by the Court.

f. Management & Operations

Successful Proposer shall be responsible for the following:

- Successful Proposer shall own all of the equipment, software, materials, etc. required to operate and maintain the Program.
- Site design, installation, maintenance and operation of automated Detector Systems at all selected intersections, including, but not limited to, securing all necessary permits and required property easements.
- Assistance with intersection selection, if applicable, including establishment of baseline counts of red light violations at an initial set of nineteen (19) candidate intersections. When combined with statistical monitoring, as detailed below, these baseline data should enable the City to measure the impact of the Detector System.
- Maintaining and providing access to all education and Program information on the System
- Processing of all violations and citations in accordance with the Florida Statutes, utilizing the System.
- Obtain training to company personnel, in accordance with §316.650 F.S, once FDOT has developed the training and qualifications, who shall perform the duties of the Traffic Enforcement Officer. Until such time as FDOT develops the training and qualifications, members of the Miami Police Department with the appropriate certifications shall serve as TEOs.
- Provide expert and court testimony as required to defend any citation or challenge to the Program.
- Development of signage, public information material (in written, video, and audio formats) for distribution via various media resources, and a community outreach campaign, which are acceptable to the City. Upon FDOT establishing minimum requirements for signage or public information materials, the Successful Proposer shall meet the requirements of the Florida Statutes and FDOT.
- Provide the standardized and customized reports which shall be available through the System. Successful Proposer shall also provide hard copies of requested reports and presentation material on an as-needed basis. Prepare for review by the City and submission to FDOT to others as required by the Florida Statutes, once the requirements are established by FDOT.
- Training City staff as required in all aspects of the Program and the System.

- Maintain a financial management system for the revenue generated from violations and citations. The financial information shall be available to the City at all times through the System.

g. Initial List of Intersections

The following are the initial nineteen intersections. The City has included as Exhibit C the information that is available for the Average Annual Daily Traffic at these intersections.

1. NW 37 Avenue & NW 7Street
2. SW 27 Avenue & South Dixie Highway
3. SW 17 Avenue & South Dixie Highway
4. NW 57 Avenue & NW 7 Street
5. SW 4 Avenue & SW 8 Street
6. SW 32 Avenue & South Dixie Highway
7. NW 27 Avenue & NW 7 Street
8. SW 4 Avenue & SW 7 Street
9. NW 27 Avenue & West Flagler Street
10. NW 27 Avenue & NW 14 Street
11. SW 22 Street & SW 27 Avenue
12. NE 36 Street & Biscayne Boulevard
13. Brickell Ave/US-1/SE 26 Road
14. SW 37 Avenue & South Dixie Highway
15. SW 22 Street & SW 32 Avenue
16. SW 22 Avenue & South Dixie Highway
17. NW 42 Avenue & NW 14 Street
18. NW 27 Avenue & NW 11 Street
19. NW 42 Avenue & NW 7 Street

Within a thirty (30) day period after installation of the Detector System at any of the above locations or any other location added by the City, r if the City and the Successful Proposer determine that the intersection does not warrant a Detector System due to a low volume of red-light infractions, the City, at its sole discretion, may allow the Successful Proposer to relocate the Detector System(s) to another intersection approved by the City.

h. Financial Return to the City

The Program shall generate revenue to the City. The Successful Proposer shall be required to distribute all revenue generated from violations in accordance with §318.18 F.S. The Florida Statutes no longer permit the Successful Proposer to be paid on a per ticket basis. A different methodology will be utilized, such as a monthly fee, for payment for the Program. As part of its response to the RFP, Proposers are being required to provide a financial payment plan.

The City will **only accept** Responses that guarantee, at a minimum, cost neutrality; i.e., that revenue from the citations will at least match the cost of the Successful

Proposer's fees. Should the citation revenue fall short of the cost of the fees, the Successful Proposer will absorb the difference in cost. The City **will not** pay any fees that exceed revenues received by the City.

4. TECHNICAL SPECIFICATIONS

4.1 Traffic Infraction Detector System

Proposer shall provide and install all equipment including, but not limited to, cameras, poles, cabinets and related operational equipment ("Detector System") at the selected intersection(s) independent of existing traffic signals and associated traffic control equipment.

4.1.1 The Detector System installed at an intersection must be capable of capturing pictures, video, and data of up to four (4) approaches and up to five (5) lanes on each approach that may require both left and right turn monitoring. *The Detector System must be non-intrusive to roadway and/or traffic signal equipment and cabinetry.*

4.1.2 The Detector System shall use a high quality digital camera system with an output equal to or greater than 10 million pixels per image is required. Proposer must detail the image quality specifications and provide real sets of infraction image examples captured in daytime, nighttime, during inclement weather and during times where sunlight is pointing in the direction of the camera. 4.1.3 The Detector System shall be capable of gathering traffic data for statistical analyses.

4.1.4 The Detector System shall be capable of operating successfully in a wide range of operating conditions (e.g., heavy traffic volumes, adverse weather conditions, nighttime and daytime, non-standard roadway surface configurations, etc., and across five (5) moving lanes of traffic).

4.1.5 The Detector System shall provide a reliable non-intrusive, non-invasive, non-physical connection to the red phase of the traffic signal. Violation detection and camera triggering must be accomplished without any connectivity between the camera system and the Traffic Control System. No power couplings may be utilized.

4.1.6 The Detector System shall be capable of distinctly capturing multiple red-light infractions on each approach of an intersection.

4.1.7 The Detector System must provide at least three (3) digital color still images of each violating event. The images must be taken so that the rear of the vehicle and license plate are captured and are clearly readable. The first image shall capture the vehicle before the front wheels strike the crosswalk or legal infraction limit line. The second image shall capture the vehicle after the rear axle has crossed the crosswalk or legal limit line. The third image shall depict a close-up of the license plate. In addition, the camera must have the capability to capture a short duration audio/video clip of the infraction.

4.1.8 The Detector System shall record data pertinent to each infraction at the time of capture. Data shall be recorded in a flexibly configured data bar that is embedded with each scene, license plate and stop bar detection images that may be used to prove the

infraction. The data bar shall include, but is not limited to, the following information for each infraction:

a) Unique infraction identifier incorporating the City;
b) Location of infraction;
c) Date (MM/DD/YYYY);
d) Time of the infraction in 24 hour clock including hours, minutes and seconds;
e) Elapsed time between images;
f) Direction of travel;
g) Traffic signal phase;
h) Time into the red phase displayed in thousandths of a second;
i) Duration of the prior amber phase;
j) Vehicle lane of travel;
k) Camera ID; and
l) Frame sequence number.

4.1.9 The Detector System must provide an ancillary video and audio system as supporting information to the infraction provided by the still images. The video must be full motion at the rate of thirty (30) frames per second or greater and allow aperture adjustment.

4.1.10 Each imaging unit's operation shall be microprocessor controlled and fully automatic.

4.1.11 The Detector System shall be capable of on-site or remote activation and maintenance support.

4.1.12 The Detector System shall perform self-test on set-up; simulate an infraction being recorded for testing; communicate error messages; record date and time of system shutdown in the event of a malfunction.

4.1.13 The Detector System shall allow a malfunction to be easily identified and debugged on-line.

4.1.14 The Detector System shall record event-specific evidence to substantiate multiple, simultaneous and/or concurrent infractions occurring during any red signal phase.

4.1.15 The Detector System shall provide 24 hours a day/365 days a year "real time" intersection remote monitoring and viewing capabilities as well as the ability to generate statistical user-defined reports as further detailed below. Further, the Detector System shall have the ability to archive and retrieve video independent of a red light violation for a minimum period of forty five (45) or until a violation or citation is paid or adjudicated. This is very valuable for accident reconstruction, crime investigations, etc. Please provide if applicable, specific examples of customer successes utilizing this benefit.

4.1.16 The Detector System component operations must be synchronized to a single, standard, independent, external and verifiable time and date source.

4.1.17 The Detector System enclosures must be tamper proof and vandal proof and must remain operational and perform satisfactorily during normal weather conditions.

4.1.18 The Detector System should minimize the amount of equipment and infrastructure at the intersection.

4.1.19 The Detector System must be as small as possible and use as little power as possible and preferably should incorporate a non-intrusive alternate power source

4.1.20 The Detector System must be designed in such a fashion that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard.

4.1.21 Installation and maintenance requirements should be such that they minimize downtime or non-operational time.

4.1.21 In addition to monitoring straight-through infractions, the Detector System shall be capable of detecting and recording evidence of left and right turn infractions, regardless of vehicle speed

4.1.22 Proposer must have an emergency recovery plan that minimizes downtime resulting from unforeseeable circumstance (i.e. power outages, accidents involving the traffic poles, severe storms, hurricanes, etc.), and during emergency/disaster conditions.

4.1.23 The City of Miami would like to integrate the video feeds from this Program to the citywide CCTV Project.

4.2 INFRACTION PROCESSING

4.2.1 The System, as defined by the RFP, must be integrated with the Court computer system. The Court will require that all citations be submitted electronically to the Court within five (5) days of the issuance of a citation. The Court will not accept paper citations.

4.2.2 There shall be no requirement to install the Successful Proposer's System on City-owned/maintained IT systems. However, the City shall be capable of installing the Successful Proposer's System on City owned hardware should, at its sole discretion, it choose to do so.

4.2.3 Proposer's System shall allow authorized City personnel a detailed view of all information related to a specific infraction as well as to the Program in general.

4.2.4 The System shall be available 24 hours a day/365 days a year for authorized users for the purpose of pre-processing evidence, police authorization, notice printing, payment tracking and generation of reports and any other required information or documentation.

4.2.5 The System shall have the following capabilities:

a) Web-enabled access and operation;
b) Secure user log-in and access;

c) Automatic presentation of images and data captured by the camera system onto review PCs;
d) Easy review of infraction evidence;
e) Ability to both "play" full motion video (with audio) and view multiple scene and plate images;
f) Ability to view each image as a full screen enlargement with a single click;
g) Ability to view all original recorded images of the infraction;
h) Ability to "crop" a license plate image area from the multiple-image license plate set to establish vehicle ID, and subsequently "copy and paste" the cropped plate area image onto the notice;
i) Ability to "accept" or "reject" infraction sets and record rejection reasons;
j) Ability to generate printed warning letters and mail to registered vehicle owners during the first sixty (60) days of the Program;
k) Ability to automatically generate printed violation notices to mail to registered vehicle owners;
l) Ability to store and archive all processed infraction evidence into a secured database;
m) Ability to access any stored infraction image from the system's database subject to agreed archive rules;
n) Ability, upon request, to immediately view and print standard and/or user-defined reports;
o) Secured Access Control and automatically generated Electronic Audit Trails; and
p) Encryption and decryption management.

4.2.6 The Proposer shall comply with the violation notification procedure established in the Florida Statutes and any rules, regulations, procedures promulgated by FDOT and the Court.

4.3 STATISTICAL ANALYSIS AND REPORTING SYSTEMS

4.3.1 The System shall have the capacity to produce statistical analyses of camera locations, operations, and recorded data, including, but not limited to, the following applications:

a) Hours of use per camera by operational site;
b) Results achieved by each camera by site;
c) Red light infractions recorded by each camera by site;
d) Traffic counts by location, lane, date and hour, and time period (i.e. am/pm peak periods); and
e) Ability to generate ad-hoc (user-defined) reports on all data.

4.3.2 The System shall be capable of immediately generating operations reports upon request, including:

a) Number of infractions recorded;
b) Number of infractions for which notices were not issued;
c) Number of notices prepared and mailed;
d) Status of notices issued (outstanding, canceled, reissued and closed); and

e) Number of notices appealed by registered vehicle owners.
f) Number of cases upheld.

4.3.3 The System shall also supply statistical reports of camera performance/operations:

a) Camera equipment hours of service and hours out-of-service; and;
b) Number and description of camera or other equipment malfunctions by camera ID, location, date, time, etc.

4.3.4 The System shall be capable of providing violation and traffic statistics as follows:

a) Real-time traffic volumes/counts as per Section 4.3.1, d, above; and;
b) Real-time infraction graphs and charts by:
i) location;
ii) lane;
iii) time of day; and
iv) day of week.

4.3.5 System shall be capable of analyzing the results obtained from each camera to show the prosecutable image rate (i.e., the number of notices issued compared to the number of infractions captured).

4.3.6 Successful Proposer shall provide the City with a monthly activity report within ten (10) days following the end of the month and customized reports on a per request basis.

4.3.7 The monthly report shall contain, at a minimum, the following information:

a) The number of infractions detected, notices issued, and the prosecutable image rate by location and system-wide;
b) The total number of infractions that occurred by location and percentage of total vehicle traffic by lane by location;
c) The total number and percentage of rejected images by reason; and
d) The information specified in Section 5.3.3 above.

4.3.8 System shall be able to provide all documentation required to meet FDOT and Court reporting requirements.

4.4 IMAGE TRANSMISSION SECURITY AND DATA STORAGE

4.4.1 Proposer must provide for image and data security that shall prevent unauthorized persons from accessing the camera images and databases and tampering with images.

4.4.2 The Proposer must store all enforceable images produced by cameras for no less than 180 days after final disposition or for a greater duration as requested by City.

4.4.3 Proposer shall provide an evidence package for any contested violations.

The package shall consist of:

a) All issued and disputed notices to the party;
b) A violation history report;

c) A correspondence file; and
d) A payment history.

4.4.4 Proposer will maintain a proper chain of evidence that meets the needs of City, and the court system.

4.4.5 Proposer will provide a qualified expert witness who is knowledgeable on the theory, operation and functional capabilities of the red light camera unit. Proposer shall provide for expert testimony at court hearing as directed by the City.

4.5 MAINTENANCE, SUPPORT AND TRAINING

4.5.1 All maintenance of camera, video, sensors, computer and related equipment shall be the responsibility of the Proposer. This shall include provisions of electricity or other sources of power to the equipment at Proposer's expense.

4.5.2 Proposer shall guarantee to repair or replace any inoperable equipment within 48 hours of detection by the Proposer or notification by the City.

4.5.3 Proposer must have a standard maintenance and inspection plan.

4.5.4 Proposer must provide ongoing training support for their product.

4.5.5 Provision of hands-on training as necessary to personnel as required by the City.

4.5.6 Proposer shall furnish training materials.

4.6 OPERATIONS AND PUBLIC AWARENESS

4.6.5 Proposer will fund, develop, and implement a public education Program inclusive of materials for mass distribution. The City will provide, at its discretion and at no cost to the Successful Proposer, access to Cable TV Channel 77 as well as to City newsletters and other City-related publications as appropriate.

4.6.6 Successful Proposer will support the City by training staff on how to present the Program at public seminars or presentations. The Successful Proposer will provide staff for public forums as necessary.

City of Miami

Traffic Infraction Detector Program
Exhibit C

AVERAGE ANNUAL DAILY TRAFFIC (AADT)

1. NW 37 AVE & NW 7 ST

Not a State Road

2. SW 27 AVE & SOUTH DIXIE HIGHWAY

Sta. 5120 SW 27 AVE 200' N OF SR 5/US-1; N 11500 S 10500 AADT=22000
Sta. 5201 SR5/US-1, 200' N OF SW 27 AVE/SR 9; N 52000 S48500 AADT=100500
Sta. 5200 SR5/US-1, 200' S OF SW 27 AVE/SR 9; N 50000 S44500 AADT=94500

3. SW 17 AVE & SOUTH DIXIE HIGHWAY

NO DATA AVAILABLE

4. NW 57 AVE & NW 7 ST

Sta. 1189 SR 959/NW 57 AVE, 200'N OF NW 7 ST; N 21500 S 22000 AADT=43500

5. SW 4 AVE & SW 8 ST

Sta. 5095 SR 9/US-41/SW 8 ST/ONE-WAY EB, 200' W OF SW 7 AVE; E 22000 AADT=22000

6. SW 32 AVE & SOUTH DIXIE HIGHWAY

Sta. 5200 SR 5/US-1, 200'S OF SW 27 AVE/SR 9; N 50000 S 44500 AADT=94500

7. NW 27 AVE & NW 7 AVE

Sta. 0552 SR 9/NW 27 AVE, 200'S OF NW 11 ST; N 25000 S 38000 AADT=63000

8. SW 4 AVE & SW 7 ST

Sta. 5096 SR 90/US-41/SW 7 ST/ ONE-WAY WB, 200' E SW 7 AVE; W 17000 AADT= 17000

9. NW 27 AVE & FLAGLER ST

Sta. 5128 SR 9/SW/NW 27 AVE, 200' N OF FLAGLER ST; N 23500 S 26000 AADT=49500

Sta. 0097 SR 968/FLAGLER ST, 400' W OF NW/SW 27 AVE; E 17500 W 18000 AADT= 35500

City of Miami

AVERAGE ANNUAL DAILY TRAFFIC (AADT)

10. NW 27 AVE & NW 14 ST

Sta. 1166 SR 9/NW 27 AVE, 200'N OF NW 17 ST; N 30500 S 33000 AADT=63500

11. SW 22 ST & SW 27 AVE

Sta. 1038 SR 972/CORAL WAY, 1100' W OF SW 27 AVE; E 24000 W 23000 AADT=47000

12. NE 36 ST & BISCAYNE BLVD

Sta. 5059 SR 5/US-1, 200' N OF NE 36 ST; N 17500 S 17000 AADT=34500
Sta. 0143 SR 5/US-1, 200' S OF NE 36 ST; N 17500 W 15500 AADT=33000

13. BRICKELL AVE/US-1/SE 26 ROAD

Sta. 5039 SR 5/US-1, 200' N OF RICKENBACKER CSWY; N 125000 S 15500 AADT=28000
Sta. 2546 SR 913/KEY BISCAYNE ENT, 200' E OF BRICKELL AVE; E 18500 W5400 AADT=23900
Sta. 5037 SR 5/US-1, 200' S OF SOUTH MIAMI AVE; E 23000 W 22000 AADT=45000

14. SW 37 AVE & SOUTH DIXIE HIGHWAY

NO DATA AVAILABLE

15. SW 22 ST & SW 32 AVE

Sta. 1038 SR 972/CORAL WAY, 1100' W OF SW 27 AVE; E 24000 W 23000 AADT=47000
Sta. 2534 SR 972/CORAL WAY, 200' E OF SW 37 AVE; E 19000 W 21500 AADT=40500

16. SW 22 AVE & SOUTH DIXIE HIGHWAY

Sta. 5201 SR 5/US-1, N OF SW 27 AVE; N 52000 S 48500 AADT=100500

17. NW 42 AVE & NW 14 ST

Sta. 1178 SR 953/LEJEUNE RD, 200' S OF NW 18 ST; N 35000 S35500 AADT=70500
Sta. 1175 SR 953/LEJEUNE RD, 500' N OF NW 7 ST; N 27000 S 34000 AADT=61000

18. NW 27 AVE & NW 11 ST

Sta. 0552 SR 9/SW/NW 27 AVE, 200' S OF NW 11 ST; N 25000 S 38000 AADT=63000

19. NW 42 AVE & NW 7ST

Sta. 1175 SR 953/NW 42 AVE/LEJEUNE RD, 500' N OF NW 7 ST; N 27000 S 34000 AADT=61000