

**Project title:** Authorize Release of Request for Proposal #2022-002 Automated Traffic Safety Camera Program

**Council Bill #** *interoffice use*

**Project:** Automated Traffic Safety Camera Program

**Partner/Supplier:** TBD

**Location:** City Wide

**Agenda dates requested:**

April 6, 2022

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

2022-002 Request for Proposal

**Department(s) involved:**

Public Works, Procurement, Police, Courts, Legal

**Contact person:**

Corey Hert & Theresa Bauccio-Teschlog

**Phone number:**

425-257-8901

**Email:**

tbauccio@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Preceding action:** 12/3/2008 Council Ordinance 3106-08  
2/12/2020 Council Public Safety Subcommittee  
1/27/2021 Council Briefing  
11/17/2021 Council Action to Authorize Staff to Prepare a Request for Proposal to solicit responses  
1/26/022 Council Briefing

**Fiscal summary statement:**

This action does not have a fiscal impact.

**Project summary statement:**

In 2008, Ordinance 3106-08 was passed that authorized the City of Everett law enforcement officers and persons commissioned by the chief of police to use automated traffic safety cameras to detect and record the image of stoplight violations at the intersection of two arterials, railroad crossing violations and school speed zone violations.

The Request for Proposal seeks a comprehensive and fully integrated, full-service, turnkey, proposal for an Automated Traffic Safety Camera Program. This will include, but not be limited to red light and school zone photo enforcement. The supplier will deploy traffic safety camera equipment at designated intersections, covering one (1) to four (4) approaches at each intersection. At selected approaches, up to five (5) lanes will require traffic safety camera enforcement, including any turn lanes.

The top twenty (20) signalized Intersections were evaluated for overall crash data. Staff reviewed the intersections by direction with the highest crash rate, the highest injury crash rate, the highest number of crashes that were cited for failure to regard stop-go signal. Based on the analysis, automated safety cameras are justified at six (6) intersections. Additionally, one school zone was selected based on speed data and violation history.

**Recommendation (exact action requested of Council):**

Authorize the release of Request for Proposal #2022-002 Automated Traffic Safety Camera Program.



# PROCUREMENT

## Request for Proposal #2022-002

Procurement Professional Point of Contact:  
Theresa Bauccio-Teschlog, NIGP-CPP, CPPB  
Procurement Manager  
(425) 257-8901  
[bids@everettwa.gov](mailto:bids@everettwa.gov)

### Automated Traffic Safety Camera Program

<b>TIMELINE</b> - The following represents the schedule for this solicitation.	
<b>Event</b>	<b>Date</b>
Issue Date .....	April 12, 2022
Deadline for Final Questions.....	May 6, 2022
Proposal Due Date .....	May 17, 2022, 2:00 p.m. Pacific Time
Award .....	July, 2022
Anticipated Contract Start Date.....	August, 2022
Anticipated Contract Term	5 years with one (1) five-year extension option at the sole discretion of the City of Everett
<p>Submit Sealed Proposals to:</p> <p><b>Procurement</b> <b>3200 Cedar Street, Door #5</b> <b>Everett, WA 98201</b></p> <p>Clearly label the outside of the sealed envelope containing the <u>original proposal</u> response <b>plus seven (7) complete</b> identical copies with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.</p>	
<p><b>Information &amp; Addenda:</b> All Information including Addenda regarding this solicitation can be found at: <a href="https://everettwa.gov/2711/Everett-Procurement-Information-Contract">https://everettwa.gov/2711/Everett-Procurement-Information-Contract</a></p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.</p>	
<p><b>Questions:</b> All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.</p> <p>Unauthorized contact regarding this Request for Proposal with City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.</p>	

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ASAP - NOT TO BE USED FOR BIDDING

## **SECTION 1 - INSTRUCTIONS**

### **1.1 PROPOSAL SUBMITTAL**

Procurement must receive the supplier's proposal, in its entirety, by 2:00 p.m. Pacific Time. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposal (RFP).

No supplier may withdraw its proposal after the hour set for the proposal closing unless the award is delayed for a period exceeding one hundred and twenty (120) days.

**No exceptions to the City's terms, conditions, and specifications will be accepted. Any attempt to modify the City's terms, conditions, and specifications may result in a non-responsive proposal.**

### **1.2 OFFER PERIOD**

All Proposals submitted must remain open for one hundred and twenty (120) days from the receipt date. The City of Everett reserves the right to extend this period.

### **1.3 REQUEST FOR DUE DATE EXTENSION**

Suppliers may request an extension of the Proposal Due Date. Supplier must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

### **1.4 WITHDRAWAL OF PROPOSALS**

Suppliers may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

### **1.5 SINGLE RESPONSE**

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

### **1.6 MULTIPLE PROPOSALS**

Suppliers interested in submitting more than one Proposal may do so, so long as each Proposal stands alone and independently complies with the instructions, conditions and specifications of this RFP.

### **1.7 EVALUATION AND AWARD**

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City, or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.
- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

## **1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS**

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all proposals.

## **1.9 EXCLUDED PARTIES**

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from federal procurement or non-procurement programs.

<https://www.sam.gov>

## **1.10 BUSINESS LICENSE**

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation (B & O) Tax, when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

## **1.11 BID PROTEST PROCEDURES**

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

## **1.12 NON-ENDORSEMENT**

As a result of the selection of a supplier to provide the commodities described in Section 2 to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

## **1.13 PROPRIETARY MATERIAL SUBMITTED-PUBLIC DISCLOSURE**

### **A. Property of the City of Everett**

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFP.

**B. Proposals are Public Records**

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and except to the extent protected by state and or federal laws will be available for inspection and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

**C. Public Records Exemption / Notice of RCW 39.10.470**

In accordance with RCW 39.10.470, trade secrets as defined in RCW 19.108.010, or other proprietary information submitted by a Proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as "CONFIDENTIAL" any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the proposer's designation of confidential may or may not be upheld by a Court.

**D. Proposals Not Marked as Confidential**

If a proposal or other material does not clearly identify the "CONFIDENTIAL" portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

**E. Process for Disclosing Information**

If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer's sole expense and liability. If the proposer does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked "CONFIDENTIAL," then the proposer will be deemed to have consented to the public disclosure of the material marked "Confidential" and the City may publicly disclose such material without any liability whatsoever to proposer.

**F. Indemnification by Proposer**

To the extent that the City withholds from disclosure all or any portion of proposer's material marked "CONFIDENTIAL", the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys' fees and costs the City incurs arising from or relating to such withholding from disclosure.

**G. Consent to Procedure**

Proposers, by submission of materials marked "CONFIDENTIAL", acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance

with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the supplier consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

**1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT**

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

**1.15 NO OBLIGATION TO BUY**

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

**1.16 COST OF PREPARING PROPOSALS**

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

**1.17 RECYCLE**

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

**1.18 COOPERATIVE PURCHASING**

**Suppliers:** RCW 39.34 allows cooperative purchasing between public agencies also called political subdivisions. Public agencies which have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the quote submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

**Cooperating Political Subdivisions:** Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be affected by a purchase order from the public agency, directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.



## **SECTION 2 - SPECIFICATIONS**

### **2.1 INTENT SUMMARY**

The City of Everett (hereinafter “the City”) requests a comprehensive and fully integrated, full-service, turnkey, proposal for an Automated Traffic Safety Camera Program. This will include, but not limited to red light and school zone speed photo enforcement. The supplier will deploy traffic safety camera equipment at designated intersections, covering one (1) to four (4) approaches at each intersection. At selected approaches, up to five (5) lanes will require traffic safety camera enforcement, including any turn lanes.

The successful Respondent must have the experience, knowledge, and ability to provide an all-encompassing, time tested product to the satisfaction of the City as well as have the capabilities to meet an aggressive timeline for implementation.

The purpose of the City of Everett’s Automated Traffic Safety Camera Program is to reduce the number of fatalities, serious injuries, and property damage resulting from traffic accidents at City intersections and school zones. Improving motorist, bicyclist, and pedestrian safety, as well as providing outreach and awareness citywide are cornerstones of the program.

The City intends to award one contract and does not anticipate an award to multiple companies. Regardless, the City reserves the right to make multiple or partial awards.

### **2.2 BACKGROUND**

The use of photo enforcement is authorized under Revised Code of Washington (RCW) 46.63.170.

In 2008, Ordinance 3106-08 was passed that authorized the City of Everett law enforcement officers and persons commissioned by the chief of police to use automated traffic safety cameras to detect and record the image of stoplight violations at the intersection of two arterials, railroad crossing violations and school speed zone violations.

The top twenty (20) signalized Intersections were evaluated for overall crash data. Staff reviewed the intersections by direction with the highest crash rate, the highest injury crash rate, the highest number of crashes that were cited for failure to regard stop-go signal. Based on the analysis, automated safety cameras are justified at six (6) intersections. Additionally, one school zone was selected based on speed data and violation history.

### **2.3 SCOPE OF WORK**

The awarded supplier vendor will provide nine (9) red light systems and two (2) school zone speed enforcement systems, with the option to add additional systems as needed. The contracted services shall include all hardware, software, maintenance, processing, mailing of violations, and related services as specified. Officers from the City of Everett Police Department (EPD) will review and approve all citations issued through this program.

The traffic safety camera enforcement system must have the capability when utilizing one or more sensors to work in conjunction with a traffic control signal, still camera and video recording device, to capture and produce recorded images of motor vehicles entering into an intersection against a steady red-light signal. Initial installation of cameras is anticipated to be at six (6) street intersections and one school zone.

The cameras utilized will have the technology to capture the image at the precise time the vehicle crosses the stop line, where the traffic signal light turns red. As a result of the infraction, the owner of the offending vehicle will be issued an infraction notice with the photographs of the violation from the supplier.

The system of record for managing traffic safety camera enforcement must have the capability to accept online payments and update JIS Bluezone system of record at the Washington State Administrative Office of the Courts.

## **2.4 TECHNICAL REQUIREMENTS**

The following are mandatory technical requirements. Proposal responses must clearly show that your product or service meets these mandatory technical requirements.

- A. All photo enforcement systems must rely on sensor-based technology for red light and school zone speed violation detection.
- B. Deployed equipment must be able to capture quality, digital color photos of the offending vehicle and license plate without revealing the faces of the driver or passenger(s). Any images must automatically redact the faces of any occupants prior to submission to the City.
- C. Deployed equipment must communicate on a private cellular network available by one of the major carriers, such as Verizon Wireless, AT&T, or T-Mobile.
- D. The equipment shall be capable of deployment in a wide range of operating conditions, e.g., heavy traffic volumes, adverse weather conditions, road surface configurations, etc., and across five (5) moving lanes of traffic.
- E. The equipment shall provide a reliable non-intrusive, electrically isolated connection to the red phase signal.
- F. The 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 readable. The first (1st) image shall capture the vehicle before the front wheel crossing the stop line. The second (2nd) image shall capture the vehicle after the rear axle has crossed the stop line or legal limit line. The third (3rd) one shall depict a close-up of the license plate. Preference will be given for the ability to capture a short duration video of the infraction.
- G. 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:
  - b. Unique infraction identifier incorporating the City;
  - c. Location of infraction;
  - d. Date (MM/DD/YYYY);
  - e. Time of the infraction in 24-hour clock including hours, minutes and seconds;

- f. Elapsed time between images;
  - g. Direction of travel;
  - h. Traffic signal phase;
  - i. Time into the red phase displayed in tenths or hundredths of a second;
  - j. Duration of the prior amber phase;
  - k. Vehicle lane of travel;
  - l. Camera ID; and
  - m. Frame sequence number.
- H. The camera system shall record data pertinent to each infraction at the time of capture.
- I. From point of data capture, all camera photos and video must be capable of secure storage and transmission, to maintain a secure chain of evidence as well as privacy protection.
- J. Provide a robust infraction processing system to include: (1) data processing, (2) initial screening of data, (3) prompt delivery of data to police for violation review, (4) citation mailing, (5) bad address notification, (6) electronic data transfer to Washington State Administrative Office of the Courts, (7) Internet-based violation viewing capability (8) online payment processing. EMC will handle all processing and collection functions except for mailing citations and bad address notification. The infraction processing system shall have the following features:
- a. The supplier's infraction processing system shall not require the City to install software on City owned IT systems.
  - b. The infraction processing system shall allow City staff access for the purpose of pre-processing evidence, police authorization, notice printing, and other information shall be available 24/7 for authorized users.
  - c. The infraction processing system shall have a web enable interface with secure login and access.
  - d. Secure login and access must provide Customer the capability to establish a session and user authentication service that permits a user to use one set of login credentials from the City of Everett. This must be facilitated through the use of Windows Azure AD Single Sign-On. Able to display images and data captured by the automated traffic safety camera system onto City owned personal computer workstations.
  - e. Ability to display full motion video with multiple camera images and plate images simultaneously.
  - f. Ability to enlarge images to full screen with a single click.
  - g. Ability to accept or reject infraction sets and record rejection justification.
  - h. Ability to store and archive all processed images to a secured database.
  - i. All data processing and storage must occur in the United States.
  - j. Encryption must meet National Institute of Standards and Technology FIPS140-2 security requirements.
  - k. Online payments must be deposited in the City's merchant settlement account the same business day as the transaction, funds cannot be held by the payment processor used by the system.
  - l. Ability to download reporting data in excel, csv, or a similar format for ad-hoc data reporting.

- m. Ability to natively integrate with Microsoft Power BI and Socrata Open Data via oData or API for data analytics and community open data reporting.
  - n. Ability to produce a report for adjudication for a specific incident or infraction. Specific required fields will be provided prior to demonstrations.
- K. Provide EMC with electronic data uploads compatible with the JIS Bluezone Washington State Administrative Office of the Courts after the initial mailing of citations. Suppliers shall briefly describe their approach to meeting these standards in Washington State.
- L. Provide an Intranet-based website viewing capability to members of the public and in support of Police and Court operations. This should include secure access for registered owners to view pictures and video of their alleged violation.

## **2.5 SUPPLIER RESPONSIBILITIES**

The supplier will report to the Project Manager. The Supplier will provide internal communications and messages in the form of oral and written memos to the Project Manager as needed.

1. Site Selection and Installation, the awarded Supplier will deploy photo enforcement equipment meeting or exceeding the minimum standards specified. Working closely with the City Traffic Engineer, the supplier will be responsible for all permit acquisition, site design, construction, and installation of the equipment. Any electrical service requirements will be coordinated by the supplier. All costs of the service connections and electrical service will be the Supplier's responsibility. The City will provide signage for all approaches; telecommunications and all other equipment will be the responsibility of the Supplier.
2. Processing of data prior to providing access to chargeable violations via secure web site to the City of Everett for review and authorization of citations by electronic signature for those events that meet specified criteria.
3. Mailing of duly authorized citations.
4. Maintain a proper chain of evidence that meets the needs of the City, and hearing officers and court functions.
5. Service and Maintenance, the servicing and maintenance of all photo enforcement equipment will be the exclusive responsibility of the Supplier. Preventative maintenance is required at a minimum annually for all sites with additional speed calibration testing reports required for all school zone speed enforcement sites. Initial response to any equipment malfunction will normally occur within a 24-hour period; repairs will normally be accomplished within a 72-hour period.
6. Violation Screening and Citation Development, the successful Supplier will work with the Police Department to understand in detail the elements which currently constitute evidence of a red light and school zone speed violation.
7. Citation Processing, the successful Supplier will be expected to provide citation processing capability.
8. Statistical Reporting, in support of the City's program evaluation needs, the successful Supplier will provide access to program performance metrics. It is preferable if this is accessible by City authorized user through a web-based portal or other access format. Furthermore, it would also be preferable if reports were able to be downloaded into an Excel format for the data to be manipulated as necessary. Reporting topics should include, at a minimum, the following:

- a. Number of events recorded, by intersection approach and school zone direction in total.
  - b. Number of rejected events, including a breakdown or controllable, non-controllable, and non-violations, by intersection approach and school zone direction in total.
  - c. Number of events forwarded to the police for review by intersection approach and school zone direction in total.
  - d. Speed traveling over posted limited by school zone direction. This can either be incremental or groups into agreed upon blocks.
  - e. Violation payment statistical reporting based on pre-determined factors.
  - f. Ability to measure potential disparate impacts of automated traffic enforcement, such as traffic tickets per capita segmented by census tract or zip code.
9. Cloud or Offsite Hosting Terms and Conditions – Supplier must agree to SECTION 6 Cloud or Offsite Hosting Terms and Conditions.
  10. Other Services – Other services to be provided by the successful Supplier will include:
    - Provision of expert testimony at contested Court hearings as necessary.
    - Assistance with development of a public information and outreach campaign.
    - Training authorized City staff involved in the various aspects of the Supplier’s system.

**2.6 CITY OF EVERETT RESPONSIBILITIES**

The City staff will be responsible for the following:

- Provide a primary contact for Supplier
- Accept, deposit and handle all payments.

**2.7 PRICING**

The pricing structure shall be all inclusive per site, meaning one monthly fee per camera system. This fee should include all supplier costs related to the program. This must include, site survey, data collection installation and all related expenses, permits, site maintenance, validation reporting, site repair and replacement, upgrades, removal or relocation and all other operation costs. Future expansion efforts will require working closely with the City by assisting in site survey, data collection, engineering review, and final installation. The City will not incur any additional costs through expansion other than the stated per site fee.

**2.8 LOCATION OF WORK**

Automated Traffic Safety Cameras (Red Light)

1. Broadway at 16th St Northbound and Southbound
2. Rucker Ave at 41st St Northbound and Southbound
3. Evergreen Way at Casino Rd Northbound and Eastbound

4. 4th Ave W at Evergreen Way Northbound
5. Everett Mall Way at 7th Ave SE South Westbound
6. 112th St SW at Evergreen Way Eastbound

#### Automated Traffic Safety Cameras (School Speed Zone)

1. Horizon Elementary Casino Rd Eastbound and Westbound

### **2.9 INSTALLATION WORK HOURS**

Hours of work for lane closures will be established by the City Traffic Engineer or designee for installation and maintenance of the Automated Traffic Safety Camera system.

Noise from temporary construction sites is not allowed 10:00pm – 7:00am weekdays, 6:00pm – 8:00am weekends unless a variance has been issued. During the hours that temporary construction noise is allowed there is not a decibel limit. Construction projects wishing a variance from the noise ordinance must submit an application at least 30 days prior to commencing work. There is a \$100 administrative fee for the application for a temporary noise variance.

### **2.10 PUBLIC RECORDS**

All records created in administering this program will qualify as public records. The awarded supplier must ensure appropriate retention and provide any and all records up on the City's request.

### **2.11 CONTRACT TRANSITION**

In the event of a follow-on contract award to another supplier, the Proposer shall ensure a cooperative and smooth transition to a new contract provider and shall provide all records, status reports and contract files as agreed with the provided notice of termination.

### **2.12 PRICING ADJUSTMENTS**

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price or cost analysis may be requested made on an annual basis after the initial Contract period. The Supplier shall supply documentation satisfactory to the City of Everett such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published modification of price change(s).

The City of Everett will evaluate this information to determine if revising the price is considered fair and reasonable to the satisfaction of the City. Requests for any such change are to be made in writing to the Procurement Division. A written contract amendment will be issued by the City which will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Supplier shall give the City of Everett Procurement Division, sixty (60) calendar days written notice prior to the effective date of the price increase. The City may cancel by individual line item or contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to the City of Everett retroactive to the effective date of the price reductions.

## 2.13 PAYMENT

Within thirty (30) days after delivery, acceptance of items ordered and a properly prepared invoice but not more often than once per month the City of Everett will pay the supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable  
PO Box 12130  
Everett, WA 98206  
[accountspayable@everettwa.gov](mailto:accountspayable@everettwa.gov)

ASAP - NOT TO BE USED FOR BIDDING

## **SECTION 3 – PROPOSAL EVALUATION PROCESS**

### **3.1 GENERAL**

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

### **3.2 SELECTION PROCESS**

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

### **3.3 CONTRACT AWARD AND EXECUTION**

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

### **3.4 EVALUATION CRITERIA**

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	60	Evaluate responses to Questionnaire 4.04.
2	Technical Capability, Approach, and Capacity	160	Evaluate responses to Questionnaire 4.04.
3	Communication, Customer Services, and Training	40	Evaluate responses to Questionnaire 4.04.
4	Risk, Performance, and Quality Assurance	40	Evaluate responses to Questionnaire 4.04.
5	Price Proposal	100	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none"><li>• are realistic for the work to be performed and</li><li>• demonstrate that the Supplier understands the Scope of Work.</li></ul>
	Total	400	



### **3.5 INTERVIEWS**

The City of Everett may request interviews with the highest-ranked Supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

ASAP - NOT TO BE USED FOR BIDDING

## SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

### 4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal which must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposals must include:

1. **Supplier Commitment and Information (attached)**
2. **Price Sheet (attached)**
3. **Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier and question. Then answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
4. **Suggested response format:**
  - Standard 8 1/2" x 11" paper
  - Single or Double sided, numbered pages
  - Typed with a minimum of 12-point font
  - Form 4.04 – re-type the question before responding

**Sealed Proposal Submissions** must be submitted in a SEALED ENVELOPE using the optional Proposal Opening Label (below) or clearly marked with the Proposal Number and Title to the City of Everett no later than the proposal due date and time.

**URGENT – SEALED PROPOSAL ENCLOSED**  
**Do Not Delay – Deliver Immediately**



Procurement  
3200 Cedar St., Door # 5  
Everett, WA 98201

**RFP Number: 2022-002**  
**Automated Traffic Safety Camera Program**  
**RFP Title: Program**  
**Procurement**  
**Professional:**  
**Supplier:**

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## FORM 4.02 SUPPLIER COMMITMENT AND INFORMATION

### REQUEST FOR PROPOSAL #2022-002 Automated Traffic Safety Camera Program

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and <b>Date</b> :	

## FORM 4.03 PRICE SHEET

Complete the price sheet. Quotes for goods or services other than those specified will not be considered unless authorized by the solicitation. Price must be rounded to the nearest two (2) decimal places.

If there is a conflict between the unit price and the extended price, the unit price must govern.

The fee schedule should be broken out by costs per site and non-site costs such as data integrations, citation processing, etc.

#	Description	Unit Price	Estimated Quantity*	Monthly Cost	Months	Yearly Price
1	Monthly Price for Red Light Photo Enforcement Camera System <b>per camera system</b>	\$	9	\$	12	\$
2	Additional Cameras for added lanes <b>per camera system</b>	\$	2	\$	12	\$
2	Monthly Price for School Zone Speed Enforcement Camera <b>per camera system</b>	\$	2	\$	12	\$
	Online Payment Processing <b>per transaction</b>	\$	1,000	\$	12	\$
	Citation Mailing <b>per citation</b>	\$	1250	\$	12	\$
	Data Integration			\$	1	\$
Subtotal						\$
9.8 % Sales tax						\$
Total						\$
		Do you agree to provide these products or services to other public agencies pursuant to RCW 39.34 and Section 1.18 above?				
		Yes <input type="checkbox"/> No <input type="checkbox"/>				
		Do you certify that you are NOT on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs?				
		Yes <input type="checkbox"/> No <input type="checkbox"/>				

\*Note: Quantities above are current best estimates for evaluation purposes only. Actual purchase quantities may vary.

## **FORM 4.04 QUESTIONNAIRE**

Suppliers must complete this “Questionnaire” providing the information in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

### **1. Qualifications and Relevant Experience**

- A.** Briefly describe your company. Include how long the company has been in business.
- B.** Describe the qualifications of your company, its business experience, and achievements.
- C.** Who are you proposing to be the project manager if awarded this contract? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in industry, years with firm, year of applicable licenses and etc. Provide a list of three major projects that person has been involved in and their role. Include where the Project Manager is located.
- D.** Describe how you acquire and maintain the staff and personnel possessing the qualifications and capabilities called for in this RFP.
- E.** What characteristics most distinguish your organization from your competitors?

### **2. Technical Capability, Approach, and Capacity**

- A.** What is your approach to this project? List the primary features or work tasks. Describe your execution, management, and control of the project.
- B.** Provide a proposed timeline that will allow the program to become operational for the 30-day introductory period and for the issuance of actual notices of violations and imposition of fines. Include any City of Everett’s staff requirements.
- C.** What is your availability for this project? Please include a statement of other work currently under way or anticipated to be in progress during the time frame of this project and show how you intend to schedule projects, so this project is accomplished as well.
- D.** Describe your process to ensure compliance with City of Everett Municipal Code, Washington State and laws and regulations.
- E.** Describe how the features of the program your company is proposing meets or exceeds the features listed in Section 2.
- F.** Explain why the Supplier’s red light camera technology is the best solution for the City. For example:
  - 1. Does it detect more actual infractions?
  - 2. Does it capture clearer images?
  - 3. Does it convert more actual infractions into usable and enforceable images?
- G.** Provide a list, with photos and dimensions of all major equipment including, cameras, flash or lighting units, cabinets and generally what the cabinets contain, what will be installed at a two (2) approach, up to a five (5) lane intersection that may require both left and right turn monitoring. Strong preference will be given to systems that do not require additional

cabinetry aside from that which houses the cameras. All systems must be non-intrusive to roadway or transportation signal cabinetry.

- H.** Provide information detailing the connectivity solution provided.
- I.** Explain how the proposed system can compensate for the effects of license plate covers and reflective material on license plates.
- J.** Describe how the organization will deliver the services for items listed in Section 2. Does your firm intend to subcontract any portion of this contract? If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.
- K.** Describe any relevant software programs that your firm proposes utilizing for this contract.
- L.** Describe the Intranet-based website viewing capability to members of the public and in support of Police and Court operations.
- M.** Provide a description of the Supplier's infraction processing system.
- N.** Explain why the Supplier's infraction processing system is the best choice for the City.
- O.** Describe in detail the citation mailing process including response times, addresses, returned mailings, and communication with the court.
- P.** Describe the proposed online payment process.
- Q.** Describe your approach, processes, and protocols to maintaining security of data.
- R.** Provide a description of the Supplier's processes and systems to be used to securely transmit citations and related information and to secure data storage.
- S.** Describe your approach to meeting the JIS Bluezone Washington State Administrative Office of the Courts.
- T.** Explain how the image and infraction data is secured and transmitted to the processing center.
- U.** Provide the standards for data retention and destruction.
- V.** Explain how the proposed system can compensate for the effects of license plate covers and reflective material on license plates.
- W.** Describe any ad hoc reporting and customization capabilities.
- X.** Provide samples of statistical analysis reports.
- Y.** Provide eight examples, four from red light enforcement and four from school zone speed enforcement, of violation photos under the following environmental conditions: daytime – fair conditions, daytime – rain or snow, nighttime – fair conditions, and nighttime – rain or snow. One photo example for each enforcement type per condition.

### 3. Communication, Customer Services, and Training

- A. Describe how your project manager will keep City of Everett timely informed of any issues related to delivering the services described in this RFP. Include how often status reports are provided.
- B. Describe your company's customer service. What is your company's policy for returning calls and e-mails?
- C. Describe your approach to training the following groups:
  - City of Everett Police Department
  - Municipal Court
  - Prosecutor's Office
- D. Where is your office located, and what are your customer service hours (Pacific Time)?

### 4. Risk, Performance, and Quality Assurance

- A. Submit no more than five (5) completed relevant project experiences, within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, include any government experience. Include the following for each reference:
  - a. Company name and full address
  - b. Point of contact name, title, e-mail address, and phone number
  - c. Contract title, number, start and completion dates
  - d. Contract description & order / service details
- B. What is the average length of your contracts?
- C. Describe the proposed disaster recovery plan for the Network, including the expected response to equipment malfunctions under normal condition and within a disaster.
- D. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

**SECTION 5 – City of Everett**

**Cloud and/or Offsite Hosting Terms and Conditions**

1. **Data Ownership:** The City of Everett shall own all right, title and interest in its data that is related to the services provided by this contract. The Service Provider shall not access City of Everett User accounts, or City of Everett Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at City of Everett’s written request.
2. **Data Protection:** Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate or unauthorized use of City of Everett information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity, and availability of City information and comply with the following conditions:
  - a) All information obtained by the Service Provider under this contract shall become and remain property of the City of Everett.
  - b) At no time shall any data or processes which either belongs to or are intended for the use of City of Everett or its officers, agents, or employees, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the City of Everett.
3. **Data Location:** The Service Provider shall not store or transfer non-public City of Everett data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access City of Everett data remotely only as required to provide technical support.
4. **Encryption:**
  - a) The Service Provider shall encrypt all non-public data in transit regardless of the transit mechanism.
  - b) For engagements where the Service Provider stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver’s license number, financial data, federal/state tax information, and hashed passwords. The Service Provider’s encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the table below. Additionally, where encryption of data at rest is not possible, vendor must describe existing security measures that provide a similar level of protection.

**Tiered Coverage Schedule**

Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)
1	1-10,000	\$2,000,000 per occurrence
2	10,001 – 50,000	\$3,000,000 per occurrence
3	50,001 – 100,000	\$4,000,000 per occurrence
4	100,001 – 500,000	\$15,000,000 per occurrence
5	500,001 – 1,000,000	\$30,000,000 per occurrence



6	1,000,001 – 10,000,000	\$100,000,000 per occurrence
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The policy shall comply with the following requirements:

- Issued by an insurance company acceptable to the City of Everett and valid for the entire term of the contract, inclusive of any term extension(s).
  - Liability limits will be calculated based on the maximum system record count and the Ponemon Institute average Public Sector Breach cost per record (currently \$154). Refer to the Tiered Coverage Schedule above.
  - Shall include, but not be limited to, coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract.
  - At a minimum, the policy must include third party coverage for credit monitoring; notification costs to data breach victims; and regulatory penalties and fines.
  - Shall apply separately to each insured against whom claim is made or suit is brought subject to the Service Provider's limit of liability.
  - Shall include a provision requiring that the policy cannot be cancelled without thirty days written notice to the City of Everett.
  - The Service Provider shall be responsible for any deductible or self-insured retention contained in the insurance policy.
  - The coverage under the policy shall be primary, and not excess, to any other insurance carried by the Service Provider.
  - In the event contractor fails to keep in effect at all times the insurance coverage required by this provision, the City may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.
5. **Breach Notification and Recovery:** City of Everett requires public breach notification when citizens' personally identifiable information is lost or stolen. Additionally, unauthorized access or disclosure of non-public data is considered to be a breach. The Service Provider will provide notification without unreasonable delay and all communication shall be coordinated with the City of Everett. When the Service Provider or their subcontractors are liable for the loss, the Service Provider shall bear all costs associated with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least 3 years, mailing costs, website, and toll free telephone call center services. The City of Everett shall not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the part of the State to hold a Contractor harmless.
6. **Notification of Legal Requests:** The Service Provider shall contact the City of Everett upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the City. The Service Provider shall not respond to subpoenas, service of process, and other legal requests related to the City of Everett without first notifying the City unless prohibited by law from providing such notice.
7. **Termination and Suspension of Service:** In the event of termination of the contract, the Service Provider shall implement an orderly return of City of Everett data in CSV or XML or another mutually agreeable format. The Service Provider shall guarantee the subsequent secure disposal of City of Everett data.
- a) **Suspension of services:** During any period of suspension or contract negotiation or disputes, the Service Provider shall not take any action to intentionally erase any City of Everett data.
- b) **Termination of any services or agreement in entirety:** In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any City of Everett data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any City of Everett data and shall thereafter, unless legally prohibited, dispose of all City of Everett data in its systems or otherwise in its possession or under its control as specified in section 7d) below. Within this 90 day timeframe, vendor will continue to secure and back up City of Everett data covered under the contract.

- c) **Post-Termination Assistance:** The City of Everett shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
  - d) **Secure Data Disposal:** When requested by the City of Everett, the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the City of Everett.
8. **Background Checks:** The Service Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the City's information among the Service Provider's employees and agents.
9. **Data Dictionary:** Prior to go-live, the Service Provider shall provide a data dictionary.
10. **Security Logs and Reports:** The Service Provider shall allow the City of Everett access to system security logs that affect this engagement, its data and or processes. This includes the ability for the City of Everett to request a report of the records that a specific user accessed over a specified period of time.
11. **Contract Audit:** The Service Provider shall allow the City of Everett to audit conformance including contract terms, system security and data centers as appropriate. The City of Everett may perform this audit or contract with a third party at its discretion at the City's expense. Such reviews shall be conducted with at least 30 days advance written notice and shall not unreasonably interfere with the Service Provider's business.
12. **Sub-contractor Disclosure:** The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any application development and/or operations.
13. **Operational Metrics:** The Service Provider and the City of Everett shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. Examples include but are not limited to:
- a) Advance notice and change control for major upgrades and system changes
  - b) System availability/uptime guarantee/agreed-upon maintenance downtime
  - c) Recovery Time Objective/Recovery Point Objective
  - d) Security Vulnerability Scanning
14. **Third Party Supplier Access to City of Everett Data:** The Service Provider will provide an initial list of suppliers with access to City of Everett data and maintain the list for the duration of the contract. Service Provider will notify City of Everett within 90 days of any change to the supplier list.